



APR 15 2005

Joanne Willis Newton, Senior Staff Attorney
California Indian Legal Services
609 South Escondido Boulevard
Escondido, California 92025

RE: Amendment to the Pauma-Yuima Band of Mission Indians

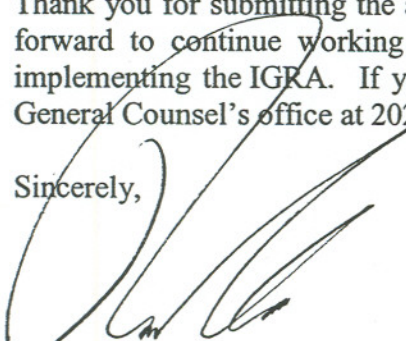
Dear Ms. Newton:

This letter responds to your request to the National Indian Gaming Commission (NIGC) to review and approve the recent amendments to the Pauma-Yuima Band of Mission Indians (Band) Gaming Ordinance. The amendments, regulations and resolutions were received by the NIGC on January 21, 2005.

This letter constitutes approval under the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.* Approval does not constitute approval of specific games. In addition, the amendments are approved for gaming only on Indian lands, as defined in the IGRA, over which the Band exercises jurisdiction.

Thank you for submitting the amendments for review and approval. The NIGC staff and I look forward to continue working with you and the Pauma-Yuima Band of Mission Indians in implementing the IGRA. If you have questions or require further assistance, please contact the General Counsel's office at 202/632-7003.

Sincerely,



Philip N. Hogen
Chairman



Pauma Band of Mission Indians

P.O. Box 369 • Pauma Valley, CA 92061 • (760) 742-1289 • Fax (760) 742-3422

Established 1893

Resolution No. 111604-01

RE: Amendment, Repeal, and Adoption of the Pauma-Yuima Band of Mission Indians Gaming Laws to Comply with the Recent Amendments to the Tribal-State Gaming Compact between the Pauma-Yuima Band of Mission Indians and the State of California.

WHEREAS: The Pauma-Yuima Band of Mission Indians is a federally recognized American Indian Tribe recognized by the United States Secretary of the Interior as having jurisdiction over Indian Lands in California which are eligible for gaming under the Indian Gaming Regulatory Act, 25 U.S.C. 2700 et. seq. (IGRA); and

WHEREAS: The General Council is the governing body of the Tribe pursuant to Article 3 of the Tribe's Constitution, having all the legislative powers and responsibilities of the Tribal Government; and

WHEREAS: The Pauma-Yuima Band of Mission Indians has entered into a Gaming Compact with the State of California pursuant to the IGRA, dated April 27, 2000;

WHEREAS: The Pauma-Yuima Band of Mission Indians and the State of California have agreed to certain amendments to the Gaming Compact, effective September 2, 2004; and

WHEREAS: Section 6.4.2(d) of the Compact, as amended, requires the Tribe to amend its existing Gaming Facility Building and Safety Ordinance;

WHEREAS: Section 7.5 of the Compact, as amended, requires the Tribe to establish minimum standards for gaming device testing;

WHEREAS: Section 8.1.10(d) of the Compact, as amended, requires the Tribe to adopt procedures for resolving gaming-related patron disputes;

WHEREAS: Section 10.2(d) of the Compact, as amended, requires the Tribe to amend its existing Tort Liability for Patron Claims Regulations;

WHEREAS: Section 10.7 of the Compact, as amended, requires the Tribe to amend its existing Tribal Labor Relations Ordinance;

WHEREAS: Section 10.8 of the Compact, as amended, requires the tribe to amend its existing Environmental Policy Ordinance; and

NOW, THEREFORE BE IT RESOLVED: That the Tribe, acting through its General Council, hereby repeals the following tribal ordinances or regulations:

- (a) Gaming Facility Building and Safety Ordinance adopted on September 24, 2000; and
- (b) Environmental Policy Ordinance adopted on September 24, 2000; and
- (c) Tribal Labor Relations Ordinance adopted on April 27, 2000;

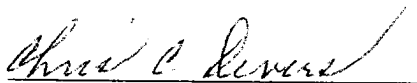
BE IT FURTHER RESOLVED: That the Tribe, acting through its General Council, hereby adopts:

- (a) Gaming Regulation 002, Procedures for Resolving Gaming-Related Patron Disputes;
- (b) Gaming Regulation 003, Building and Safety Standards;
- (c) Gaming Regulation 005, Mitigation of Off-Reservation Environmental Impacts;
- (d) Gaming Regulation 006, Technical Standards; and
- (e) Gaming Regulation 007, Tribal Labor Relations Regulations;

BE IT FURTHER RESOLVED: That the Tribe, acting through its General Council, hereby amends Gaming Regulation 014, Tort Liability for Patron Claims Regulations to comply with the requirements of Section 10.2(d) of the Compact, as amended, and renames it Gaming Regulation 004, Third Party Injuries Regulations.

CERTIFICATION

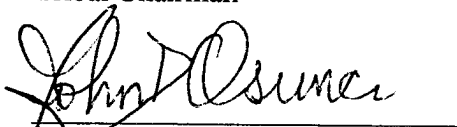
We, the undersigned business committee members of the Pauma-Yuima Band of Mission Indians do, hereby, certify that the foregoing was adopted by the Pauma-Yuima General Council pursuant to the results of a general mail out ballot of 44 votes in favor, 2 votes opposing, and 2 votes abstaining, results recorded on November 16, 2004.



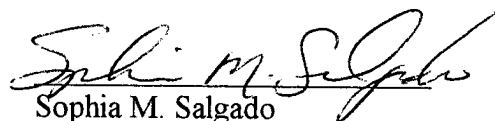
Chris C. Devers
Tribal Chairman



Patricia A. Dixon
Vice Chairperson



John D. Osuna
Secretary / Treasurer



Sophia M. Salgado
Committee Member



Pauma Band of Mission Indians

P.O. Box 369 • Pauma Valley, CA 92061 • (760) 742-1289 • Fax (760) 742-3422

Established 1893

Resolution No. 122904-04

RE: Repeal, Adoption and/or Amendment of Tribal Gaming Ordinance and Regulations.

WHEREAS: The Pauma-Yuima Band of Mission Indians is a federally recognized American Indian Tribe recognized by the United States Secretary of the Interior as having jurisdiction over Indian Lands in California which are eligible for gaming under the Indian Gaming Regulatory Act, 25 U.S.C. 2700 et. seq. (IGRA); and

WHEREAS: The General Council is the governing body of the Tribe pursuant to Article 3 of the Tribe's Constitution, having all the legislative powers and responsibilities of the Tribal Government; and

WHEREAS: The General Council duly adopted numerous ordinances and regulations relating to gaming and now wishes to better organize and standardize the format of said gaming laws;

WHEREAS: The General Council duly adopted the Gaming Ordinance and Gaming Regulation 001: Licensing and Background Investigation Procedures and now wishes to amend them to comply with recently adopted amendments to the Tribal-State Compact and to address other issues needing clarification; and

WHEREAS: The General Council duly adopted Gaming Regulation 006: Technical Standards for Gaming Devices and now wishes to amend said regulation to authorize the Pauma-Yuima Gaming Commission to adopt additional technical standards for gaming devices and other electronic devices as it may deem appropriate after consulting with the Tribe's Gaming Operation(s);

NOW, THEREFORE BE IT RESOLVED: That the Tribe, acting through its General Council, hereby amends the Gaming Ordinance as follows:

- (a) by replacing "and its regulations (25 C.F.R. § 500 et seq.)" in Article II, Section 1 with "its regulations (25 C.F.R. § 500 et seq.), and the Compact between the State of California and the Tribe, as amended ("Compact").";
- (b) by correcting an error in the alphabetical order of the definitions set out in Article II, Section 2 and editing each definition by deleting the first word or phrase defined in each subsection, as that word or phrase was immediately repeated in the definition;
- (c) by adding a new Section 3 to Article II, which reads as follows:

Section 3. Status of Tribal Laws

activities on the Pauma-Yuima Reservation. In the interest of best organizing its gaming laws, it is the practice of the Tribe to enact laws implementing or expanding upon this Gaming Ordinance as regulations rather than as ordinances.

Such gaming regulations have the full force of law and are only inferior to this Ordinance in that the provisions of this Ordinance prevail to the extent of any conflict or inconsistency between such a regulation and this Ordinance.

Furthermore, a gaming regulation is deemed to be an "ordinance" as that term is used in the Compact and shall satisfy the Tribe's obligations under the Compact to adopt certain ordinances, including a labor relations ordinance, a workers' compensation ordinance, a tort liability ordinance, and an environmental protection ordinance.

- (d) by adding "and other vendors required to be licensed under Section III of Gaming Regulation 001, Licensing and Background Investigation Procedures" before the semicolon in Article VIII, Subsection 1(b);
- (e) by replacing Subsection 1(c) of Article VIII with "Financial sources required to be licensed under Subsection 6.4.6 of the Compact";
- (f) by replacing Article X with the following:

Patron disputes shall be resolved as follows:

(a) *To the extent that a particular patron dispute falls within the scope of a gaming regulation, it shall be processed in accordance with such regulation, including but not limited to:*

(1) *Patron disputes over the play or operation of any class III game shall be processed in accordance with Gaming Regulation 002, Procedures for Resolving Gaming-Related Patron Disputes;*

(2) *Patron claims for money damages resulting from property damage and personal injury arising out of or related to the operation of a gaming facility offering class III gaming activities shall be processed in accordance with Gaming Regulation 004, Third Party Injuries Regulations;*

(3) *Patron disputes over exclusion from a gaming facility shall be processed in accordance with Gaming Regulation 007, Exclusions; and*

(b) *Patrons of the Tribe's class II and class III gaming facilities who have complaints against the gaming establishment, including disputes with any management contractor or its employees, which complaints are not addressed in a gaming regulation, shall have as their sole remedy the right to file a complaint with the gaming operation in question. The gaming operation's authorized management personnel will render a decision in a timely fashion and all such decisions will be final when issued, unless the decision was not made by the*

highest ranking manager of the gaming facility, in which case the decision shall be subject to further review by the highest ranking manager of the gaming facility if the patron is dissatisfied with the lower ranking manager's decision.

- (g) by replacing Article XII with "Any prior Gaming Ordinance is hereby repealed"; and
- (h) by inserting before the period in Article XIV " , and any such amendment or repeal shall be effective upon the General Council's decision, unless otherwise determined by the General Council.

BE IT FURTHER RESOLVED: That the Tribe, acting through its General Council, hereby amends Gaming Regulation 001: Licensing and Background Investigation Procedures as follows:

- (a) by inserting before the semi-colon in Section III.B "and at the Commission's Discretion, other vendors who provide, or are likely to provide at least twenty-five thousand dollars (\$25,000) in goods or services in any 12-month period";
- (b) by replacing Section III.C with "Financial sources required to be licensed under Subsection 6.4.6 of the Compact";
- (c) by deleting the last paragraph of Section X and inserting it after the first sentence of the first paragraph and deleting the word "above" contained in the inserted text;
- (d) by replacing Section XXI with:
 - A. *Subject to paragraph E of this Section, any person or entity extending financing, directly or indirectly, to the Tribe's gaming facilities or gaming operations ("Financial Source") shall be licensed by the Commission prior to extending that financing.*
 - B. *A license issued under this Section shall be reviewed at least every two (2) years for continuing compliance. In connection with such a review, the Commission shall require the Financial Source to update all information provided in the previous application. For purposes of paragraph B of Section XXIV of this Regulation, such a review shall be deemed to constitute an application for renewal.*
 - C. *Any agreement between the Tribe and a financial source shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of the date of termination, upon revocation or non-renewal of the financial source's license by the Commission based on a determination of unsuitability by the State Gaming Agency. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of financing with any person whose application to the State Gaming Agency*

2. *information on any further right of appeal to the Gaming Appellate Board under Article V of the Ordinance Establishing the Gaming Appellate Board.*
- D. *If the applicant or licensee files a petition for reconsideration within fifteen (15) days of receipt of the written notification described in the preceding paragraph, the Commission shall review any additional information submitted by the applicant or licensee with the petition and notify him or her in writing of its decision and any further right of appeal to the Gaming Appellate Board under Article V of the Ordinance Establishing the Gaming Appellate Board.*

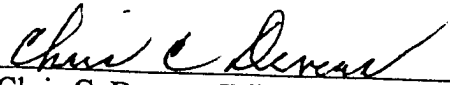
BE IT FURTHER RESOLVED: That the Tribe, acting through its General Council, hereby amends Article IX, Section 2 of the Ordinance Establishing the Pauma-Yuima Gaming Commission as follows:


- (a) by inserting the words "and that decisions of the Commission concerning patron disputes, acting under Article X of the Gaming Ordinance, are final and not subject to further review" before the period at the end of the first sentence;
- (b) by inserting the words "With respect to decisions subject to General Council review," at the beginning of the second sentence;
- (c) by inserting the words "subject to General Council review" after the words "Decisions of the Commission" in the first sentence of the second paragraph;

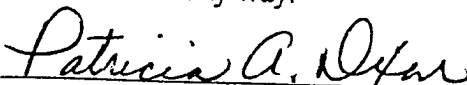
BE IT FURTHER RESOLVED THAT: That the Tribe, acting through its General Council, hereby amends Section VII of Gaming Regulation 014: Tort Liability for Patron Claims Regulations by replacing the words "thirty (30) days" with the words "ninety (90) days" in the first sentence of Section VII.

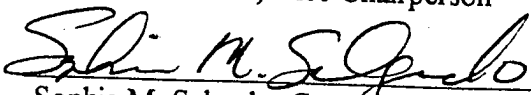
CERTIFICATION

We, the undersigned Business Committee members of the Pauma-Yuima Band of Mission Indians do, hereby, certify that the foregoing Resolution was adopted by the General Council by a vote of 25 in favor, 0 opposing, and 0 abstaining, by mail out ballot vote counted on April 22, 2004 and that this resolution has not been rescinded or amended in any way.


Chris C. Devers, Tribal Chairman


John D. Osuna, Secretary/ Treasurer


Patricia A. Dixon, Vice Chairperson


Sophia M. Salgado, Committee Member

ORDINANCE NO. _____

**PAUMA -YUIMA BAND OF MISSION INDIANS
GAMING ORDINANCE**

AW 21 2005

ARTICLE I: PURPOSE

The Pauma-Yuima Band of Mission Indians ("Tribe"), acting through its General Council, pursuant to the Tribe's inherent authority and Article 3 of the Tribe's Articles of Association, duly ratified on June 28, 1968, hereby enacts this Ordinance in order to set the terms for class II and class III gaming operations on the Pauma-Yuima Reservation.

ARTICLE II: DEFINITIONS

Section 1. General

Unless a different meaning is clearly indicated in this Ordinance, the terms used herein shall have the same meaning as defined in the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*), its regulations (25 C.F.R. § 500 *et seq.*), and the Compact between the State of California and the Tribe, as amended ("Compact").

Section 2. Special Terms

In this Ordinance:

- (a) "Band member" means any individual who is duly enrolled in the Tribe in accordance with the Tribe's Articles of Association ratified on June 28, 1968 and any enrollment ordinance that may be enacted by the Tribe, as amended from time to time;
- (b) "Business Committee" means the four-member committee authorized to represent the Tribe pursuant to Articles 3 and 6(C) of the Tribe's Articles of Association ratified on June 28, 1968;
- (c) "Commission" means the Pauma-Yuima Gaming Commission established pursuant to an ordinance or regulation duly adopted by the General Council;
- (d) "Compact" means the Tribal-State Compact between the Tribe and the State of California authorizing class III gaming activities, as required by IGRA, 25 U.S.C. § 2710(d)(1)(C) and amended from time to time;
- (e) "General Council" consists of all Band members who are twenty-one (21) years of age or older;

- (f) "IGRA" means the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.* and its regulations, 25 C.F.R. § 500 *et seq.*;
- (g) "key employee" means:
 - (1) A person who performs one or more of the following functions: bingo caller; counting room supervisor; chief of security; custodian of gaming supplies or cash; floor manager; pit boss; dealer; croupier; approver of credit; or custodian of gambling devices including persons with access to cash and accounting records within such devices;
 - (2) If not otherwise included, any other person whose total cash compensation is in excess of fifty-thousand dollars (\$50,000.00) per year; or
 - (3) If not otherwise included, the four (4) most highly compensated persons in the gaming operation;
- (h) "NIGC" means the National Indian Gaming Commission established pursuant to 25 U.S.C. § 2704;
- (i) "Primary Management Official" means:
 - (1) The person having management responsibility for a management contract;
 - (2) Any person who has authority to: hire and fire employees; or to set up working policy for the gaming operation; or
 - (3) The chief financial officer or other person who has financial management responsibility;
- (j) "State Gaming Agency" means the entity defined in Subsection 2.18 of the Compact;
- (k) "Tribe" means the Pauma-Yuima Band of Mission Indians;

Section 3. Status of Tribal Laws

The General Council may enact other tribal laws relating to gaming activities on the Pauma-Yuima Reservation. In the interest of best organizing its gaming laws, it is the practice of the Tribe to enact laws implementing or expanding upon this Gaming Ordinance as regulations rather than as ordinances. Such gaming regulations have the full force of law and are only inferior to this Ordinance in that the provisions of this Ordinance prevail to the extent of any conflict or

inconsistency between such a regulation and this Ordinance. Furthermore, a gaming regulation is deemed to be an "ordinance" as that term is used in the Compact and shall satisfy the Tribe's obligations under the Compact to adopt certain ordinances, including a labor relations ordinance, a workers' compensation ordinance, a tort liability ordinance, and an environmental protection ordinance.

ARTICLE III: GAMING AUTHORIZED

Class II and class III gaming, as defined in 25 U.S.C. §§ 2703(7)(A) and 2703(8) and by the regulations promulgated by the NIGC at 25 C.F.R. §§ 502.3 and 502.4, is hereby authorized. The class III gaming activities authorized by this Ordinance are those gaming activities authorized under the Compact.

ARTICLE IV: OWNERSHIP OF GAMING

The Tribe, acting through the General Council, shall have the sole propriety interest in and responsibility for the conduct of any gaming operation authorized by this Ordinance.

ARTICLE V: USE OF GAMING REVENUES

Section 1. Use of Net Revenues

Net revenues from class II and class III gaming shall be used only for the following purposes:

- (a) to fund tribal government operations and programs;
- (b) to provide for the general welfare of the Tribe and its members;
- (c) to promote tribal economic development;
- (d) to donate to charitable organizations;
- (e) to help fund operations of local government agencies; or
- (f) to make contributions, as required by the Compact, to any revenue-sharing funds established for the benefit of the State or non-gaming Tribes.

Section 2. Per Capita Payments

If the Tribe elects to ~~make~~ per capita payments to tribal members, it shall authorize such payments only upon approval of a plan submitted to the Secretary of the Interior under 25 U.S.C. §§ 2710(b)(3).

ARTICLE VI: AUDIT

Section 1. Annual Audit

The Commission shall cause to be conducted annually an independent audit of gaming operations and shall submit the resulting audit reports to the NIGC. The annual audit shall be conducted by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants.

Section 2. Gaming Contracts

All gaming related contracts that result in the purchase of supplies, services, or concessions in excess of twenty-five thousand dollars (\$25,000.00) annually, except contracts for professional legal and accounting services, shall be specifically included within the scope of the audit that is described in Section 1 of this Article.

ARTICLE VII: PROTECTION OF THE ENVIRONMENT, PUBLIC HEALTH AND SAFETY

Class II and class III gaming facilities shall be constructed, maintained and operated in a manner that adequately protects the environment and the public health and safety. The General Council shall adopt standards for protecting the environment and the public health and safety that are consistent with its obligations under the Compact. At a minimum, the standards for protecting the public health and safety shall include the following prohibitions:

- (a) If the Tribe permits the consumption of alcoholic beverages in a gaming facility, no person under the age of twenty-one (21) years shall be permitted to be present in any area in which class II or class III gaming activities are being conducted and in which alcoholic beverages may be consumed, to the extent required by the state Department of Alcoholic Beverage Control. No person under the age of eighteen (18) years shall be permitted to be present in any room in which class II or class III gaming activities are being conducted unless the person is en-route to a non-gaming area of the gaming facility.
- (b) Possession of firearms shall be prohibited at all times in class II and class III gaming facilities operated under this Ordinance, except for possession of firearms by state, local, or tribal security or law enforcement personnel authorized by federal, state or tribal law to possess firearms at the facilities.

ARTICLE VIII: LICENSES

Section 1. License Requirements

The following persons and entities are required to be licensed by the Commission:

- (a) All employees, including key employees and primary management officials, employed at any class II or class III gaming enterprise operated under this Ordinance;
- (b) Gaming resource suppliers required to be licensed under Subsection 6.4.5 of the Compact and other vendors required to be licensed under Section III of Gaming Regulation 001, Licensing and Background Investigation Procedures; ✓
- (c) Financial sources required to be licensed under Subsection 6.4.6 of the Compact; ✓
- (d) Each place, facility, or location where class II or class III gaming is conducted under this Ordinance;
- (e) Labor unions and representatives of labor unions who are granted access to the Tribe's gaming facility or employees; and ✓
- (f) Any other person determined by resolution of the Business Committee to require licensing. ✓

Section 2. Background Investigations

The Commission or its agents shall conduct an investigation of license applicants sufficient to make a determination under Section 3 of this Article. The Commission and its agents are authorized to receive state summary criminal history information, as defined in Subsection 11105(a) of the California Penal Code, or a copy thereof, maintained under a person's name by the California Department of Justice and shall not knowingly furnish such records or information to a person who is not authorized to receive the record or information. In conducting a background investigation, the Commission or its agent shall keep confidential the identity of each person interviewed in the course of the investigation.

Section 3. Eligibility Determination

The Commission shall review an applicant's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning an applicant's eligibility for a license. A license may not be issued unless the Commission is satisfied the applicant is a person of good character, honesty and integrity. The Commission shall not license a person if the Commission determines that the licensing of the person: poses a threat to the public interest or to

the effective regulation of gaming; creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming or the carrying on of business and financial arrangements incidental thereto; or will undermine public trust that tribal gaming is free from criminal and dishonest elements and would be conducted honestly.

Section 4. Periodic Review

The Commission shall review and, if appropriate, renew each license it issues at least every two (2) years after issuance.

Section 5. Reporting

To the extent required by IGRA and the Compact, the Commission shall promptly forward applications, background investigation reports and related information to the NIGC and the State Gaming Agency and notify the NIGC and the State Gaming Agency of its decisions to deny, issue, suspend or revoke licenses.

Section 6. Additional Requirements

The General Council shall adopt, and the Commission shall implement, regulations providing for such additional licensing and background investigation requirements and procedures as it deems appropriate, provided that such additional requirements are at least as stringent as those contained in IGRA (i.e., 25 U.S.C. §2710(b)(2)(F) and 25 C.F.R. Parts 556 and 558) and the Compact.

ARTICLE IX: ENFORCEMENT

The General Council shall promulgate regulations authorizing the Commission or other agent of the Tribe to investigate reported violations of this Ordinance, other tribal gaming ordinances or regulations, IGRA or the Compact and to impose fines or other sanctions within the Tribe's jurisdiction against persons who interfere with the Tribe's obligations under this Ordinance, other tribal gaming ordinances or regulations, IGRA or the Compact.

ARTICLE X: RESOLUTION OF PATRON DISPUTES

Patron disputes shall be resolved as follows:

- (a) To the extent that a particular patron dispute falls within the scope of a gaming regulation, it shall be processed in accordance with such regulation, including but not limited to:

- (1) Patron disputes over the play or operation of any class III game shall be processed in accordance with Gaming Regulation 002, Procedures for Resolving Gaming-Related Patron Disputes;
 - (2) Patron claims for money damages resulting from property damage and personal injury arising out of or related to the operation of a gaming facility offering class III gaming activities shall be processed in accordance with Gaming Regulation 004, Third Party Injuries Regulations;
 - (3) Patron disputes over exclusion from a gaming facility shall be processed in accordance with Gaming Regulation 007, Exclusions; and
- (b) Patrons of the Tribe's class II and class III gaming facilities who have complaints against the gaming establishment, including disputes with any management contractor or its employees, which complaints are not addressed in a gaming regulation, shall have as their sole remedy the right to file a complaint with the gaming operation in question. The gaming operation's authorized management personnel will render a decision in a timely fashion and all such decisions will be final when issued, unless the decision was not made by the highest ranking manager of the gaming facility, in which case the decision shall be subject to further review by the highest ranking manager of the gaming facility if the patron is dissatisfied with the lower ranking manager's decision.

ARTICLE XI: SERVICE OF PROCESS

The Tribe designates the Tribe's Chairperson as its agent for service of any official determination, order, or notice of violation.

ARTICLE XII: REPEAL

Any prior Gaming Ordinance is hereby repealed.

ARTICLE XIII: SEVERABILITY

If any provision of this Ordinance shall in the future be declared invalid by a court of competent jurisdiction, the invalid provision or provisions shall be severed and the remaining provisions shall continue in full force and effect.

ARTICLE XIV: AMENDMENT OF ORDINANCE

This Ordinance may be amended or repealed upon approval by the General Council, and any such amendment or repeal shall be effective upon the date of the General Council's decision, unless otherwise determined by the General Council.

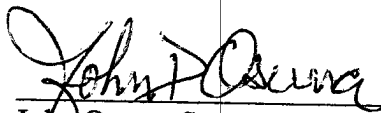
ARTICLE XV: EFFECTIVE DATE

This Ordinance shall become effective immediately upon its approval by the Chairman of the NIGC or ninety (90) days after the date of its submission to the Chairman of the NIGC if he or she fails to approve or disapprove this Ordinance within those ninety (90) days.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that this Ordinance was reviewed and adopted at a General Council meeting held on June 11, 2000, by a vote of 45 in favor, 0 opposed and 0 abstaining, and amended by the General Council pursuant to the results of a general mail-out ballot of 25 votes in favor, 0 votes opposing, and 1 vote abstaining, results recorded on April 22, 2004, and the results of a general mail out ballot of 41 votes in favor, 0 votes opposing, and 4 votes abstaining, results recorded on December 29, 2004 and that this Ordinance has not been amended or rescinded in any way.

12-29-04
Date



John Osuna, Secretary

Pauma Indian Reservation

ESTABLISHED 1893

P.O. BOX 369 • PAUMA VALLEY, CA 92051 • (760) 742-1289 • FAX 742-3422

Pauma - Yuima Band of Mission Indians Resolution # 052500-2

Whereas: the Pauma -Yuima Band of Mission Indians is a federally recognized American Indian Tribe recognized by the United States Secretary of the Interior as having jurisdiction over the Indian Lands in California which are eligible for gaming under the Indian Gaming regulatory Act (25 U.S.C. Sections 2701-2721) ("IGRA"); and

Whereas: the General Council; is the governing body of the Tribe pursuant to Article 3 of the Tribe's Constitution, having all the legislative powers and responsibilities of the Tribal Government; and

Whereas: in order to engage in Class II or III gaming, the governing body of a Tribe must adopt a gaming ordinance and have the ordinance approved by the Chairman of the National Indian Gaming Commission ("NIGC"), pursuant to the IGRA (i.e., 25 U.S.C. Subsections 2710 (b)(1)(B) and 2710 (d)(1)(A); and

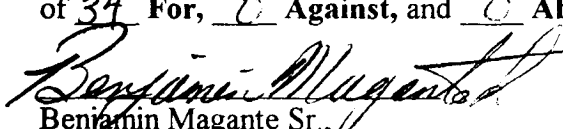
Whereas: additional procedures for conducting background investigations and licensing are necessary to implement the new Gaming Ordinance and to have the new Gaming Ordinance approved by the Chairman of the National Indian Gaming Commission pursuant to 25 C.F.R. Section 522.2(b)-(c); and


Whereas: the General Council, pursuant to Article II, Subsection 2(b) of the new Gaming Ordinance is charged with the establishment of a Gaming Commission to be responsible for the regulation of the gaming on the Pauma-Yuima Reservation;

Now, Therefore Be It Resolved: that the tribe, acting through its General Council, hereby adopts the following tribal laws: Ordinance No. _____, entitled Gaming Ordinance; Gaming Regulation 001, Licensing and Background Investigation Procedures; and Ordinance No. _____, Entitled Ordinance Establishing the Pauma-Yuima Gaming Commission.

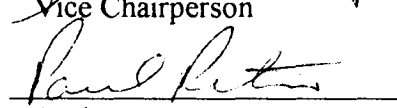
Certification

We, the undersigned business committee members of the Pauma-Yuima Band of Mission Indians do, hereby, certify that the foregoing resolutions was adopted by the General Council by a vote of 34 For, 0 Against, and 0 Abstaining.


Benjamin Magante Sr.,
Tribal Chairman


Jennifer Garcia
Secretary / Treasure


Linda Bojorquez
Vice Chairperson


Paul Peters
Committee Member

1. *an entity identified by Regulation CGCC-2, subdivision (h) (as in effect on July 1, 2004) of the California Gambling Control Commission; and*
2. *a person or entity whose sole connection with a provision or extension of financing to the Tribe is to provide loan brokerage or debt servicing for a financial source at no cost to the Tribe or the gaming operation, provided that no portion of any financing provided is an extension of credit to the Tribe or the gaming operation by that person or entity.*

- (g) by inserting before the word “unless” in Section XXII.B “in which case suspension, revocation or denial of a license is mandatory,”
- (h) by deleting Section XXII.I, inserting “or” at the end of Section XXII.G, and replacing “; or” at the end of Section XXII.H with a period.
- (i) by inserting before the semi-colon in Section XXIII.A “, including notice of the licensee’s right to a hearing and opportunity to be heard and present evidence or witnesses prior to the denial, suspension or revocation”;
- (j) by inserting the words “and without a prior hearing” before the word “if”, and the word “gaming” before the word “standards”, in Section XXIII.E;
- (k) by adding a new Section XXIII.F, which reads:

In the event the Commission suspends or revokes a license under paragraph E of this Section, the Commission shall so notify the licensee in writing within three (3) days of that action. The notice shall include the information set forth in paragraph B of this section, as well as notice of the licensee’s right to a hearing and an opportunity to be heard and to present evidence or witnesses in order to contest the Commission’s action. The procedure for such hearing shall be as prescribed in paragraphs C and D of this Section.

- (l) by replacing the first sentence of Section XXIV with the following:
- A. *All regular licenses shall be issued for a specified period not to exceed two (2) years from the date of issue. However, when a licensee’s employment with the Tribe’s gaming operations is terminated, either voluntarily or involuntarily, his or her license shall be deemed to expire on the last day of his or her employment without further action by the Commission, unless the grounds for the individual’s termination are also grounds for suspension and revocation of the individual’s license under Section XXII of this Regulation, in which case the Commission retains the discretion to suspend and revoke the license in accordance with Section XXIII of this Regulation.*
 - B. *Renewal applications must be received by the Commission at least thirty (30) days prior to the expiration of the license. Upon receiving a renewal application, the*

Commission shall inform the applicant of his or her obligation to apply to the State Gaming Agency for renewal of his or her determination of suitability. Any licensee applying for renewal may continue to be employed or engaged under the expired license until the Commission takes action on the renewal application. Applicants for renewal shall provide updated material as requested by the Commission but shall not be required to resubmit information already available to the Commission. Additional background investigations may be performed at the discretion of the Commission. Updated criminal history checks are required.

C. Prior to renewing a license, the Commission shall forward to the State Gaming Agency copies of the renewal application and related documents. With respect to gaming facilities, the Commission shall provide verification to the State Gaming Agency that it has reviewed and, if appropriate, renewed a gaming facility's license.

(m) by adding the following standard provisions already contained in other gaming regulations:

XXVI. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XXVII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission or any employee of the Gaming Operation, the Commission or the Tribe acting pursuant to this Regulation.

XXVIII. Effective Date

This Regulation and any amendments to it shall take effect immediately upon their adoption by the General Council, unless otherwise specified by the General Council.

BE IT FURTHER RESOLVED: That the Tribe, acting through its General Council, hereby repeals the following duly adopted gaming regulations, Tribal Gaming Commission Regulations, GCR0013, Miscellaneous Regulations; Tribal Gaming Commission Regulations, GCR015, Check Cashing; Tribal Gaming Commission Regulations, GCR016, Employment Discrimination; and Commission Regulations, GCR017, Casino Pauma Workers' Compensation Plan, and adopts the following regulations in their place:

(a) Gaming Regulation 008, Employment Discrimination;

(b) Gaming Regulation 009, Minimum Standards Concerning Public and Workplace Health and Safety;

(c) Gaming Regulation 010, Check Cashing and Extension of Credit; and

(d) Gaming Regulation 011, Workers' Compensation Plan;

BE IT FURTHER RESOLVED THAT: That the Tribe, acting through its General Council, hereby repeals the Ordinance Establishing the Pauma-Yuima Gaming Commission and in its place adopts Gaming Regulation 012, Pauma-Yuima Gaming Commission;

BE IT FURTHER RESOLVED THAT: That the Tribe, acting through its General Council, hereby repeals the Ordinance Establishing the Gaming Appellate Board and in its place adopts Gaming Regulation 013, Gaming Appellate Board; and

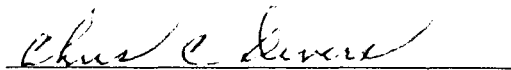
BE IT FURTHER RESOLVED THAT: That the Tribe, acting through its General Council, hereby amends Gaming Regulation 006, Technical Standards for Gaming Devices as follows:

- (a) by changing the title to "Technical Standards for Gaming Devices and Other Electronic Devices;
- (b) by renumbering Section IV.B as Section IV.C; and
- (c) by adding a new Section IV.B which reads:

The Commission is hereby authorized to adopt, in consultation with the management staff of the Tribe's Gaming Operations, additional GLI standards or other testing laboratories' technical standards applicable to gaming devices or other electronic devices, provided that the standards specified in Section III.A are also followed.

CERTIFICATION

We, the undersigned Business Committee members of the Pauma-Yuima Band of Mission Indians, do hereby certify that the foregoing was adopted by the Pauma-Yuima General Council pursuant to the results of a general mail out ballot of 41 votes in favor, 0 votes opposing, and 4 votes abstaining, results recorded on December 29, 2004.



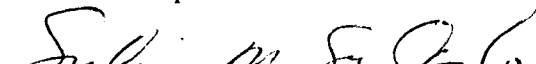
Chris C. Devers
Tribal Chairman



Patricia A. Dixon
Vice Chairperson



John D. Osuna
Secretary / Treasurer



Sophia M. Salgado
Committee Member

- (f) *Any other person determined by resolution of the Business Committee to require licensing.*

BE IT FURTHER RESOLVED: That the Tribe, acting through its General Council, hereby amends Gaming Regulation 001: Licensing and Background Investigation Procedures as follows:

- (a) by adding the following paragraphs to Section III:
- E. *Labor unions and representatives of labor unions who are granted access to the Tribe's gaming facility or employees; and*
 - F. *Any other person determined by resolution of the Business Committee to require licensing.*
- (b) by inserting the words "or labor union" after the words "an applicant that is a business entity" in the first sentence of Section XIII;
- (c) by inserting the following paragraph at the end of Section XIII:
- F. *With respect to labor unions, each of the officers and other executive board members of the union, each of the officers and other executive board members of any local chapter(s) that seeks to serve the employees of the Tribe's gaming operation, and any union organizer or other individual who will have on-reservation access to the Tribe's gaming facility or its employees.*
- (d) by replacing the word "shall" in the first sentence of Section XXII with the word "may";
- (e) by replacing paragraph (C) in Section XXIII with the following:
- C. *The Commission shall make a ruling within three (3) days, and the applicant or licensee shall be notified of the ruling in writing within three (3) days of the ruling. If the ruling is to deny, suspend or revoke a license, the notice shall also include:*
 - 1. *notification of the licensee's ability to file a petition with the Commission for reconsideration within fifteen (15) days of the receipt of the notice if new evidence becomes available to the applicant or licensee that was previously unavailable or unknown or the relevance of which could not have been anticipated by the applicant or licensee based on the information provided to the applicant or licensee by the Commission prior to the hearing; and*

for a determination of suitability has been denied or has expired without renewal.

- D. A gaming resource supplier who provides financing exclusively in connection with the sale or lease of gaming resources obtained from that supplier may be licensed solely in accordance with licensing procedures applicable, if at all, to gaming resource suppliers, and need not be separately licensed as a financial source under this section.*
- E. The Commission may, at its discretion, exclude from the licensing requirements of this section, under the circumstances stated, financing provided by:*
- 1. a federally regulated or state-regulated bank, savings and loan, or other federally- or state-regulated lending institution;*
 - 2. an entity identified by Regulation CGCC-2, subdivision (f) (as in effect on July 1, 2004) of the California Gambling Control Commission, when an entity is a financial source solely by reason of being:*
 - a. a purchaser or holder of debt securities issued directly or indirectly by the Tribe for a gaming facility or by the gaming operation; or*
 - b. the owner of a participation interest in any amount of indebtedness for which a financial source described in subparagraph E. 1.a is the creditor;*
 - 3. an agency of the federal, state, or local government providing financing, together with any person purchasing any debt securities of the agency to provide such financing; or*
 - 4. an investor who, alone or in conjunction with any person controlling, controlled by or under common control with such investor, holds less than ten percent (10%) of all outstanding debt securities issued directly or indirectly by the Tribe for a gaming facility or gaming operation;*
- F. The following are not financial sources for the purposes of this Section:*

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 001**

Licensing and Background Investigation Procedures

I. Purpose

This Regulation describes the procedures to be followed by the Pauma-Yuima Gaming Commission (the "Commission") when conducting background investigations and issuing licenses in connection with any class II or class III gaming facilities operated on the Pauma-Yuima Reservation pursuant to the Tribe's Gaming Ordinance.

II. Incorporation by Reference

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the gaming compact between the Tribe and the State of California (the "Compact"), which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA or the Compact, the provisions of the Gaming Ordinance or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance or the Compact.

III. Scope

The following persons and entities are required to be licensed by the Commission, and as a basis for issuing a license the Commission must conduct or cause to be conducted a background investigation of those persons listed in subparagraphs A - F below:

- A. All employees, including key employees and primary management officials, employed at any class II or class III gaming enterprise operated under this Ordinance;
- B. Gaming resource suppliers required to be licensed under Subsection 6.4.5 of the Compact and, at the Commission's discretion, other vendors who provide, or are likely to provide at least twenty-five thousand dollars (\$25,000) in goods or services in any 12-month period;
- C. Financial sources required to be licensed under Subsection 6.4.6 of the Compact;
- D. Each place, facility, or location where class II or class III gaming is conducted under this Ordinance;

- E. Labor unions and representatives of labor unions who are granted access to the Tribe's gaming facility or employees; and
- F. Any other person determined by resolution of the Business Committee to require licensing.

IV. Powers and Responsibilities

The Commission has the following powers and responsibilities:

- A. To conduct or cause to be conducted background investigations;
- B. To receive, directly or through its agents, state summary criminal history information, as defined in Subsection 11105(a) of the California Penal Code, as maintained under a license applicant's name by the California Department of Justice, and to take such measures as are reasonably necessary to prevent the release of such records or information to persons who are not authorized by law to receive the record or information;
- C. To prepare or cause to be prepared an investigative report in compliance with the Gaming Ordinance;
- D. To review and approve the investigative work done;
- E. To obtain and process fingerprints, directly or through its agents;
- F. To forward licence applications and the results of the background investigations to the National Indian Gaming Commission ("NIGC") and the State Gaming Agency, to the extent required by IGRA and the Compact;
- G. To make eligibility determinations in accordance with Section IX of this Regulation;
- H. To issue, deny, suspend, revoke and renew licenses in accordance with the provisions of this Regulation; and
- I. To maintain records on persons who have been issued or denied a license, as well as persons otherwise prohibited from engaging in gaming activities within the Tribe's jurisdiction, for a period of three (3) years from the date on which the license expired or was revoked or denied.

V. Scope of Background Investigations

The Commission shall conduct or cause to be conducted all necessary background investigations reasonably required to determine that an applicant is eligible for a license in accordance with the standard set forth in Section IX of this Regulation. The information submitted by the applicant may be verified by written or oral communication. The disposition of all potential problem areas noted and disqualifying information obtained shall be documented by the Commission. The minimum procedures for conducting background investigations on applicants for licenses are as follows:

- A. Criminal history check, including a check of records maintained by the Federal Bureau of Investigations and the California Department of Justice;
- B. Civil history check;
- C. Financial and credit check;
- D. Reference check;
- E. Previous business and employment check;
- F. Relative check;
- G. Business and personal associates check;
- H. Fingerprint check; and
- I. Educational verification.

VI. Cooperation

The Commission shall cooperate with the State Gaming Agency in sharing as much background information as possible, in order to maximize investigative efficiency and thoroughness and to minimize investigative costs.

VII. Fingerprinting

The Commission shall be deemed to be the Tribe's law enforcement agency for the purpose of taking fingerprints and conducting criminal history checks under this Regulation. The Commission may elect to process fingerprint cards directly on behalf of the Tribe or to process fingerprint cards through the State Gaming Agency or the NIGC and may execute such documents as may be necessary to enter into such an arrangement. Fingerprint cards shall be

submitted to the Federal Bureau of Investigations and the California Department of Justice in order to obtain criminal history record information.

VIII. Confidentiality

The identity of third parties interviewed during the course of background investigations shall be kept confidential, unless the third party has consented in writing to the disclosure of such information.

IX. Eligibility Determinations

The Commission shall review an applicant's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning an applicant's eligibility for a license. A license may not be issued unless the Commission is satisfied the applicant is a person of good character, honesty and integrity. The Commission shall not license a person if the Commission determines that the licensing of the person: poses a threat to the public interest or to the effective regulation of gaming; creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming or the carrying on of business and financial arrangements incidental thereto; or will undermine public trust that tribal gaming is free from criminal and dishonest elements and would be conducted honestly.

In making findings concerning the eligibility of license applicants, the Commission shall take into consideration any of the following circumstances:

- A. If the applicant knowingly and intentionally provided false statements or information or omitted relevant information on the application, or otherwise misrepresented or failed to disclose a material fact to the Commission;
- B. If the prior activities, criminal record, reputation, habits, and association indicate that the person may be a threat to the public interest or to the effective regulation and control of gaming;
- C. If association with or employment of this applicant creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto;
- D. If the applicant has violated, failed, or refused to comply with the provisions, requirements, conditions, limitations, or duties imposed by any provision of the Compact or Gaming Ordinance, or possesses knowledge that such violation has occurred upon any premises occupied or operated by any such person or over which he or she has/had substantial control;

- E. If the applicant knowingly caused, aided, abetted, or conspired with another to cause any person or entity to violate any of the laws of any state, the provisions of the Compact or the Gaming Ordinance;
- F. If the applicant has ever obtained a license by fraud, misrepresentation, concealment, or through inadvertence or mistake;
- G. If the applicant has ever been convicted of, or forfeited bond upon a charge of, or plead guilty to forgery, larceny, extortion, conspiracy to defraud, willful failure to make required payment or reports to any Tribal, State, or U.S. Government agency at any level, or filed false reports therewith, or of any similar offense(s), or of bribing or otherwise unlawfully influencing a public official or employee of a Tribe, a State, or the U.S. Government, or of any felony or misdemeanor involving any gaming activity, physical harm to individuals or moral turpitude;
- H. If the applicant is subject to current prosecution or pending charges, or a conviction under appeal for any of the offenses listed above. Upon request of the applicant, the Commission may defer decision on the application pending the results of such prosecution or appeal;
- I. If the applicant has demonstrated a willful disregard for compliance with a gaming regulatory authority in any jurisdiction or has ever had a gaming license issued by any State, Tribe or foreign gaming regulatory agency suspended, revoked or denied; or
- J. If the applicant has failed to provide any information requested by the Commission within fourteen (14) days of the request for the information.

X. Privacy Notice

- A. The following notice, or substantially similar wording contained in such standardized application forms as may be adopted by California Tribes and the State of California pursuant to the Compact, shall be placed on the license application form before that form is filled out by an applicant:

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. § 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be employed in or do business with a gaming operation. The information will be used by the Pauma-Yuima Gaming Commission, the State Gaming Agency, and the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to

appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe, the State Gaming Agency, or the National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to hire you or do business with you. The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

- B. Existing licensees shall be notified in writing that they shall either:
 - 1. Complete a new application form that contains a Privacy Act notice; or
 - 2. Sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice.

XI. Notice Regarding False Statements

- A. The following notice, or such substantially similar wording contained in standardized application forms as may be adopted by California Tribes and the State of California pursuant to the Compact, shall be placed on the application form before that form is filled out by an applicant.

A false statement on any part of your application may be grounds for denial or revocation of a license. Also, you may be punished by fine or imprisonment.

(U.S. Code, title 18, section 1001.)

- B. The Commission shall notify in writing existing licensees that they shall either:
 - 1. Complete a new application form that contains a notice regarding false statements; or
 - 2. Sign a statement that contains the notice regarding false statements.

XII. Required Information - General

The Commission shall request from each applicant all of the following information:

- A. Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);

- B. Currently and for the previous five (5) years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license numbers;
- C. The names and current addresses of at least three (3) personal references, including one (1) personal reference who was acquainted with the applicant during each period of residence listed under paragraph (1)(b) of this Section;
- D. Current business and residence telephone numbers;
- E. A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
- F. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- G. The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
- H. For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition if any;
- I. For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations), within ten (10) years of the date of the application, the name and address of the court involved and the date and disposition;
- J. For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to paragraph (h) or (i) of this Section, the criminal charge, the name and address of the court involved and the date and disposition;
- K. The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- L. A current photograph;
- M. Any other information the Commission deems relevant; and

- N. Fingerprints consistent with procedures adopted by the Commission according to 25 C.F.R. §§ 522.2(h).

XIII. Required Information - Business Entities

In addition to the information required under Section XII of this Regulation, the Commission shall request from an applicant that is a business entity or labor union all of the following information, provided that two (2) or more business entities having a commonality of the characteristics identified in the following subparagraphs A - D, inclusive, may be deemed to be a single business entity:

- A. Each of its officers and directors;
- B. Each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, and general manager;
- C. Each of its owners or partners, if an unincorporated business;
- D. Each of its shareholders who owns more than ten percent (10%) of the shares of the corporation, if a corporation;
- E. Each person or entity (other than a financial institution that the Commission has determined does not require a license under Subsection 6.4.6 of the Compact) that, alone or in combination with others, has provided financing to the business entity in connection with any gaming authorized under the Compact, if that person or entity provided more than ten percent (10%) of:
 - 1. the start-up capital;
 - 2. the operating capital over a 12-month period; or
 - 3. a combination thereof; and
- F. With respect to labor unions, each of the officers and other executive board members of the union, each of the officers and other executive board members of any local chapter(s) that seeks to serve the employees of the Tribe's gaming operation, and any union organizer or other individual who will have on-reservation access to the Tribe's gaming facility or its employees.

XIV. Reporting to NIGC

- A. When a key employee or primary management official begins work at a gaming operation authorized by this Ordinance, the Commission shall forward to the NIGC a completed application for employment and conduct the background investigation and make the determination referred to in Section IX of this Regulation. The Commission shall prepare and forward to the NIGC, within sixty (60) days after a key employee or primary management official begins work or within sixty (60) days of the approval of this Ordinance by the Chairman of the NIGC, an investigative report on each background investigation and a copy of the eligibility determination made under Section IX of this Regulation. The background investigation report shall include all of the following:
1. Steps taken in conducting a background investigation;
 2. Results obtained;
 3. Conclusions reached; and
 4. The bases for those conclusions.
- B. With respect to key employees and primary management officials, if a license is not issued to an applicant, the Commission shall notify the NIGC and may forward copies of its eligibility determination and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Records System.
- C. With respect to key employees and primary management officials, the Commission shall retain applications for employment and reports (if any) of background investigations for inspection by the Chairman of the NIGC or his or her designee for no less than three (3) years from the date of termination of employment.

XV. Reporting to State Gaming Agency

- A. Except for an applicant for licensing as a non-key gaming employee, as defined by agreement between the Commission and the State Gaming Agency, the Commission shall require the applicant to also file an application with the State Gaming Agency, prior to issuance of a license, for a determination of suitability for licensure under the California Gambling Control Act.
- B. Upon receipt of a completed license application and a determination by the Commission that it intends to issue a license, the Commission shall transmit to the

State Gaming Agency a notice of intent to license the applicant, together with all of the following:

1. A copy of the license application materials and information received by the Commission from the applicant;
 2. An original set of fingerprint cards;
 3. A current photograph; and
 4. Except to the extent waived by the State Gaming Agency, such releases of information, waivers, and other completed and executed forms as have been obtained by the Commission.
- C. Upon receiving notice of the State Gaming Agency's denial of an application for a determination of suitability, the Commission shall promptly notify the Business Committee and, if the Commission objects to the denial, request an opportunity for the Tribe to be heard and diligently exercise its right to a hearing.
- D. With respect to non-key gaming employees, as defined by agreement between the Commission and the State Gaming Agency, the Commission shall provide the State Gaming Agency with the name, badge identification number, and job descriptions of all such employees on a monthly basis, within seven (7) days of the end of each month.

XVI. Granting a Gaming License

- A. **Key Employees and Primary Management Officials.** If, within a 30-day period after the NIGC receives a report, the NIGC notifies the Commission that it has no objection to the issuance of a license pursuant to a license application filed by a key employee or a primary management official for whom the Commission has provided an application and investigative report to the NIGC, the Commission may issue a license to such applicant. The Commission shall respond to a request for additional information from the Chairman of the NIGC concerning a key employee or a primary management official who is the subject of a report. Such a request shall suspend the 30-day period until the Chairman of the NIGC receives the additional information. If, within the 30-day period described above, the NIGC provides the Commission with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the Commission has provided an application and investigative report to the NIGC, the Commission shall reconsider the application, taking into account the objections itemized by the NIGC. The Commission shall make the final decision whether to issue a license to such applicant.

B. All Employees, Including Primary Management Officials. If an applicant has completed a license application to the satisfaction of the Commission, and the Commission has conducted a preliminary background investigation, the Commission may issue a temporary license and impose such conditions thereon as it deems appropriate pending completion of the licensing process, provided that the Commission has no information suggesting the applicant would either be automatically disqualified from obtaining a license or that would cause a reasonable person to investigate further before issuing a license. The Commission may issue a regular license to a person who meets the eligibility standards set out in Section IX of this Regulation after receiving a determination of the applicant's suitability from the State Gaming Agency. In the event the State Gaming Agency denies an applicant a determination of suitability or refuses to renew a determination of suitability, the Commission shall revoke any temporary license issued to the applicant and deny the applicant a license, except that the Commission shall have discretion to renew a license if the person is an enrolled member of the Tribe or has been continuously employed by the Tribe for at least three (3) years prior to the effective date of the Compact and also meets the following criteria:

1. The person holds a valid and current license issued by the Commission;
2. The person is not an employee or agent of any other gaming operation; and
3. The State Gaming Agency's denial of the person's application for a determination of suitability is based solely on activities, conduct or associations that antedate the filing of the person's initial application to the State Gaming Agency for a determination of suitability.

XVII. Limitation

The gaming operation shall not employ or continue to do business with a person who does not have a license that is not a temporary license after ninety (90) days.

XVIII. Identification Cards

All persons who are required to be licensed pursuant to the Gaming Ordinance shall be required to wear, in plain view at all times while in a gaming facility licensed by the Commission, identification badges issued by the Commission. The identification badges must display the person's photograph, identification number, name, and expiration date of his or her license.

XIX. Gaming Facility

- A. The Commission shall issue a separate license to each facility where class II or class III gaming is conducted under this Ordinance. The license shall be posted in a conspicuous and public place in the gaming facility at all times.
- B. The Commission shall determine and, if appropriate, certify that each gaming facility, or the modification or expansion of a gaming facility, meets the Tribe's building and safety code and the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* based on an inspection by qualified building and safety experts.
- C. The Commission shall give reasonable notice of each inspection to the State's designated agent or agents, who may accompany any such inspection. The Commission and the State's designated agent or agents shall exchange any inspection reports within ten (10) days after completion of the report and simultaneously forward copies of such reports to Tribe's Chairperson.
- D. The Tribe is responsible for ensuring that any gaming facility condition noted in an inspection that does not meet the standards set out in paragraph B of this Section is corrected;
- E. If the State's designated agent or agents object to a certification by the Tribe's building and safety code experts that a gaming facility meets the standards set out in paragraph B of this Section, the Tribe shall make good faith efforts to address the State's concerns, but if the State does not withdraw its objection the matter will be resolved in accordance with the dispute resolution provisions of Section 9 of the Compact.

XX. Gaming Resource Suppliers

Any gaming resource supplier who, directly or indirectly, provides, has provided, or is deemed likely to provide at least twenty-five thousand dollars (\$25,000.00) in gaming resources in any 12-month period, or who has received at least twenty-five thousand dollars (\$25,000.00) in any consecutive 12-month period within the 24-month period immediately preceding application, shall be licensed by the Commission prior to the sale, lease, or distribution, or further sale, lease, or distribution, of any such gaming resources to or in connection with the Tribe's gaming facilities. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of gaming resources with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal. Any agreement between the Tribe and a gaming resource supplier shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of, or payment for

services or materials received up to, the date of termination, upon revocation or non-renewal of the supplier's license by the Commission based on a determination of unsuitability by the State Gaming Agency.

XXI. Financial Sources

- A. Subject to paragraph E of this Section, any person or entity extending financing, directly or indirectly, to the Tribe's gaming facilities or gaming operations ("Financial Source") shall be licensed by the Commission prior to extending that financing.
- B. A license issued under this Section shall be reviewed at least every two (2) years for continuing compliance. In connection with such a review, the Commission shall require the Financial Source to update all information provided in the previous application. For purposes of paragraph B of Section XXIV of this Regulation, such a review shall be deemed to constitute an application for renewal.
- C. Any agreement between the Tribe and a financial source shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of the date of termination, upon revocation or non-renewal of the financial source's license by the Commission based on a determination of unsuitability by the State Gaming Agency. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of financing with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal.
- D. A gaming resource supplier who provides financing exclusively in connection with the sale or lease of gaming resources obtained from that supplier may be licensed solely in accordance with licensing procedures applicable, if at all, to gaming resource suppliers, and need not be separately licensed as a financial source under this section.
- E. The Commission may, at its discretion, exclude from the licensing requirements of this section, under the circumstances stated, financing provided by:
 - 1. a federally regulated or state-regulated bank, savings and loan, or other federally- or state-regulated lending institution;

2. an entity identified by Regulation CGCC-2, subdivision (f) (as in effect on July 1, 2004) of the California Gambling Control Commission, when an entity is a financial source solely by reason of being:
 - a. a purchaser or holder of debt securities issued directly or indirectly by the Tribe for a gaming facility or by the gaming operation; or
 - b. the owner of a participation interest in any amount of indebtedness for which a financial source described in subparagraph E. 1. a is the creditor;
 3. an agency of the federal, state, or local government providing financing, together with any person purchasing any debt securities of the agency to provide such financing; or
 4. an investor who, alone or in conjunction with any person controlling, controlled by or under common control with such investor, holds less than ten percent (10%) of all outstanding debt securities issued directly or indirectly by the Tribe for a gaming facility or gaming operation;
- F. The following are not financial sources for the purposes of this Section:
1. an entity identified by Regulation CGCC-2, subdivision (h) (as in effect on July 1, 2004) of the California Gambling Control Commission; and
 2. a person or entity whose sole connection with a provision or extension of financing to the Tribe is to provide loan brokerage or debt servicing for a financial source at no cost to the Tribe or the gaming operation, provided that no portion of any financing provided is an extension of credit to the Tribe or the gaming operation by that person or entity.

XXII. Denial, Revocation and Suspension of License

A license may be suspended, revoked or denied upon the occurrence of any of the following:

- A. Notification by the NIGC, or by any other reliable source, that the licensee is not eligible for a license under Section IX of this Regulation;
- B. Notification by the State Gaming Agency that it intends to deny an application for a determination of suitability or a renewal of determination of suitability;

- C. The Commission has probable cause to believe that the licensee has, by act or omission, violated provisions of the Compact, the Gaming Ordinance, the Tribe's Gaming Regulations, any condition of a Conditional Gaming License, or any other Federal, State or Tribal laws or regulations;
- D. The licensee has been convicted of a felony offense, in which case suspension, revocation or denial of a license is mandatory, unless:
 - 1. the licensee is a tribal member, in which case such a conviction is not an absolute bar to licensing; or
 - 2. the licensee has had his or her felony conviction expunged or reduced to a misdemeanor conviction, in which case such a conviction is not an absolute bar to licensing;
- E. The Commission has reason to believe that the continued licensing of a person constitutes an immediate threat to the public health, safety or welfare;
- F. The Commission has reason to believe that the licensee is involved in any theft, misappropriation, misuse or abuse of Tribal assets;
- G. The licensee engages in any conduct that brings discredit to the Tribe's gaming operations, or interferes with the normal operation of the Tribe's gaming facilities;
- H. The licensee fails to disclose any required information on any State or Tribal gaming license application; or
- I. The licensee fails to respond to a request from the Commission within fourteen (14) days of the date of the initial request.

XXIII. Due Process

The denial, suspension or revocation of a license pursuant to Section XXII of this Regulation shall require:

- A. Written, certified, return receipt requested or personally hand-delivered notification of the denial, suspension or pending revocation must be given to the applicant or licensee ten (10) days in advance of the proposed action, including notice of the licensee's right to a hearing and opportunity to be heard and present evidence or witnesses prior to the denial, suspension or revocation;
- B. Such written notification shall include: the reasons for the proposed action; a copy of the investigative report on which the Commission based its decision, provided

the Commission will have the discretion to redact information needed to protect the identity of certain individuals in exceptional circumstances where the Commission has reasonable cause to believe that individual may be at risk of retaliatory action if his or her identity is revealed; a summary of any other evidence upon which the Commission based its decision and information concerning the applicant's or licensee's option to view the evidence at the Commission's offices at some mutually convenient time in advance of the hearing; information concerning the applicant's or licensee's right to a hearing; the date, time and place for the hearing; and the admonition that failure to appear for a scheduled hearing shall forfeit any further right to appeal;

- C. The Commission shall make a ruling within three (3) days, and the applicant or licensee shall be notified of the ruling in writing within three (3) days of the ruling. If the ruling is to deny, suspend or revoke a license, the notice shall also include:
 - 1. notification of the licensee's ability to file a petition with the Commission for reconsideration within fifteen (15) days of the receipt of the notice if new evidence becomes available to the applicant or licensee that was previously unavailable or unknown or the relevance of which could not have been anticipated by the applicant or licensee based on the information provided to the applicant or licensee by the Commission prior to the hearing; and
 - 2. information on any further right of appeal to the Gaming Appellate Board under Article V of the Ordinance Establishing the Gaming Appellate Board.

- D. If the applicant or licensee files a petition for reconsideration within fifteen (15) days of receipt of the written notification described in the preceding paragraph, the Commission shall review any additional information submitted by the applicant or licensee with the petition and notify him or her in writing of its decision and any further right of appeal to the Gaming Appellate Board under Article V of the Ordinance Establishing the Gaming Appellate Board.

- E. Notwithstanding subparagraph A above, the Commission may suspend or revoke a license without advance notice and without a prior hearing if, in the opinion of the Commission, the continued licensing of the person:
 - 1. poses an immediate threat to the integrity of the Tribe's gaming operations;
 - 2. poses a threat to public health or safety; or
 - 3. may violate the Commission's licensing or other gaming standards.

- F. In the event the Commission suspends or revokes a license under paragraph E of this Section, the Commission shall so notify the licensee in writing within three (3) days of that action. The notice shall include the information set forth in paragraph B of this section, as well as notice of the licensee's right to a hearing and an opportunity to be heard and to present evidence or witnesses in order to contest the Commission's action. The procedure for such hearing shall be as prescribed in paragraphs C and D of this Section.

XXIV. Duration and Renewal

- A. All regular licenses shall be issued for a specified period not to exceed two (2) years from the date of issue. However, when a licensee's employment with the Tribe's gaming operations is terminated, either voluntarily or involuntarily, his or her license shall be deemed to expire on the last day of his or her employment without further action by the Commission, unless the grounds for the individual's termination are also grounds for suspension and revocation of the individual's license under Section XXII of this Regulation, in which case the Commission retains the discretion to suspend and revoke the license in accordance with Section XXIII of this Regulation.
- B. Renewal applications must be received by the Commission at least thirty (30) days prior to the expiration of the license. Upon receiving a renewal application, the Commission shall inform the applicant of his or her obligation to apply to the State Gaming Agency for renewal of his or her determination of suitability. Any licensee applying for renewal may continue to be employed or engaged under the expired license until the Commission takes action on the renewal application. Applicants for renewal shall provide updated material as requested by the Commission but shall not be required to resubmit information already available to the Commission. Additional background investigations may be performed at the discretion of the Commission. Updated criminal history checks are required.
- C. Prior to renewing a license, the Commission shall forward to the State Gaming Agency copies of the renewal application and related documents. With respect to gaming facilities, the Commission shall provide verification to the State Gaming Agency that it has reviewed and, if appropriate, renewed a gaming facility's license.

XXV. Fees

The Business Committee shall establish a fee schedule for licenses. Application fees shall be nonrefundable, regardless of whether or not a license is issued. Such fees shall be made payable to the Pauma-Yuima Band of Mission Indians.

XXVI. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XXVII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission or any employee of the Gaming Operation, the Commission or the Tribe acting pursuant to this Regulation.

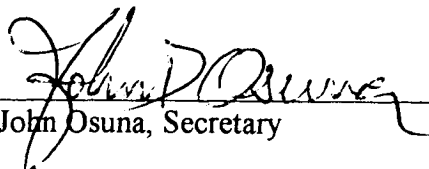
XXVIII. Effective Date.

This Regulation and any amendments to it shall take effect immediately upon their adoption by the General Council, unless otherwise specified by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify this Regulation was ratified at a duly held meeting of the General Council on the 11th day of June, 2000 by a vote of 45 in favor, 0 against, and 0 abstaining, and amended by a majority vote of the General Council at duly held meetings on the 30th day of May, 2001, the 3rd of March, 2002, and the 8th day of September, 2002, and pursuant to the results of a general mail out ballot of 25 votes in favor, 0 votes opposing, and 1 vote abstaining, results recorded on April 22, 2004, and the results of a general mail out ballot of 41 votes in favor, 0 votes opposing, and 4 votes abstaining, results recorded on December 29, 2004 and that this Regulation has not been further amended or rescinded in any other way.

12-29-04
Date


John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 002**

Procedures for Resolving Gaming-Related Patron Disputes

I. Purpose

This Regulation describes the procedures and guidelines to be followed by the Pauma-Yuima Gaming Commission (the "Commission") when processing patron disputes over the play or operation of any game, including any refusal to pay a patron any alleged winnings from any Gaming Activities. This Regulation is adopted to satisfy the Pauma-Yuima Band of Mission Indians' ("the Tribe") obligation under Section 8.1.10(d) of the Compact between the Tribe and the State of California, as amended ("the Compact").

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 et seq.) and its regulations (25 C.F.R. § 500 et seq.) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact. In this Regulation:

- A. "Days" means calendar days;
- B. "Complaint" means a dispute regarding the play or operation of any game made by a Patron to a Gaming Operation employee;
- C. "JAMS" means the private alternative dispute resolution provider founded in 1979, with headquarters in Irvine, California, originally known as Judicial Arbitration and Mediation Services;
- D. "Patron" means an individual who uses the services offered at the Gaming Facility or by the Gaming Operation; and
- E. "Seven Days" means seven (7) twenty-four (24) hour periods, or one hundred sixty-eight (168) hours, from the exact moment of the disputed play or operation. For example, if the disputed play or operation occurs at 3:00 p.m. Sunday, the complaint must be made by 2:59 p.m. the following Sunday.

III. Scope of Application

This Regulation applies solely to patron complaints made to personnel of the Gaming Operation over the play or operation of any game within seven (7) days of said play or operation. Any such complaint made after seven (7) days is barred and not subject to further review. Nothing herein shall be construed as prohibiting the Gaming Operation's management from attempting to resolve said complaints by providing the patron "comps" as they see fit.

IV. Notice

When a patron makes a complaint to personnel of the Gaming Operation over the play or operation of any game within seven (7) days of said play or operation, such patron shall be advised in writing of his or her right to request resolution of the complaint by the Commission, as provided for below. Such written notice shall include the mailing address and telephone number of the Commission and also advise the patron that:

- A. The patron must make their request for resolution within fifteen (15) days of the date of said dispute;
- B. A request for resolution must be in writing and include a summary of the complaint, the date of the incident, the name or title of the employee the complaint was first made to, and the name, phone number and address of the patron; and
- C. If the patron is dissatisfied with the resolution, they may seek binding arbitration, as provided for in Section VII of this Regulation.

V. Incident Reports

The Gaming Operation shall adopt and implement policies and procedures for documenting any incidents that may give rise to a patron complaint under this Regulation, including a procedure for saving any surveillance tape of the incident until the patron has exhausted the remedies provided for in this Regulation. Nothing herein shall require the Gaming Operation to save surveillance tapes beyond seven (7) days when no complaint has been made to personnel of the Gaming Operation within seven (7) days. The Gaming Operation shall provide copies of such incident reports to the Commission at the request of the Commission.

VI. Commission Resolution of Dispute

Upon request by the patron for a resolution of his or her complaint, the Commission shall:

- A. Conduct an investigation;

- B. Provide to the patron a copy of this Regulation;
- C. Render a decision consistent with federal gaming standards; and
- D. Issue a decision within sixty (60) days of the patron's request, in writing, based on the facts surrounding the dispute and setting forth the reasons for the decision.

VII. Arbitration

- A. If the patron is dissatisfied with the decision of the Commission, or if the Commission fails to issue a decision within the sixty (60) day period, the patron may request that any such complaint over any claimed prizes or winnings and the amount thereof, be settled by binding arbitration before a single arbitrator, in accordance with the streamlined arbitration rules and procedures of JAMS or, if those rules no longer exist, the closest equivalent. The arbitrator shall be a retired judge.
- B. This request shall be made within fifteen (15) days from the issuance of the decision of the Commission or, if the Commission fails to issue a decision within the required sixty (60) day period, then fifteen (15) days from the expiration of that period. This request shall be in writing and mailed to the Business Committee.
- C. The Tribe shall consent to such arbitration and agree to abide by the decision of the arbitrator; provided, however, that if any alleged winnings are found to be as a result of a mechanical, electronic or electromechanical failure, which is not due to the intentional acts or gross negligence of the Tribe or its agents, the arbitrator shall deny the patron's claim for the winnings but shall award reimbursement of the amounts wagered by the patron which were lost as a result of any said failure.
- D. To effectuate such consent to arbitration the Tribe shall, in the exercise of its sovereignty, waive its right to assert sovereign immunity in connection with the arbitrator's jurisdiction and in any action to:
 - 1. Enforce the parties' obligation to arbitrate;
 - 2. Confirm, correct, modify, or vacate the arbitral award rendered in the arbitration; or
 - 3. Enforce or execute a judgment based upon said award.
- E. The cost and expenses of such arbitration shall be initially borne by the Tribe, but the arbitrator shall award to the prevailing party its costs and expenses, excluding

attorney fees.

- F. Any party dissatisfied with the award of the arbitrator may at the party's election invoke the JAMS Optional Arbitration Appeal Procedure or, if those rules no longer exist, the closest equivalent; provided that the party making such election must bear all costs and expenses of JAMS and the arbitrators associated with the Appeal Procedure regardless of the outcome.

VIII. Confidentiality

The identities of the parties and the nature of the dispute shall remain confidential, unless confidentiality is waived by both parties after resolution.

IX. Sovereign Immunity

Except as provided for in Section VII, the sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Tribe, the Commission, or the Gaming Operation acting pursuant to this Regulation.

X. Liability - General

Except as provided for in this Regulation, neither the Tribe, the Gaming Operation, the Commission, nor any employee thereof shall be liable to any person disputing the play or operation of any game, including any refusal to pay a patron any alleged winnings from any Gaming Activities, notwithstanding any provision of the Compact.

XI. Effective Date

This Regulation shall take effect immediately upon its approval by the General Council and such approval shall be deemed retroactive to September 2, 2004.

CERTIFICATION

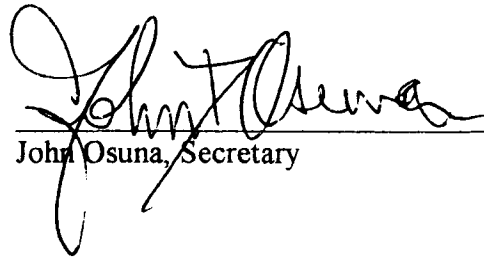
I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 44 in favor, 2 against, and 2 abstaining, and the results

Adopted 11/16/04

recorded on November 16, 2004, and that this Regulation has not been further amended or rescinded in any way.

11-16-04

Date



John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 003**

Building and Safety Standards

I. Purpose

This Regulation describes the building and safety standards applicable to the Pauma-Yuima Band of Mission Indians' ("the Tribe") Gaming Facilities. This Regulation is adopted to satisfy the Tribe's obligation under Section 6.4.2(d)-(k) of the Compact between the Tribe and the State of California, as amended ("the Compact"), and assure the protection of the health and safety of all Gaming Facility patrons, guests, and employees.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 et seq.) and its regulations (25 C.F.R. § 500 et seq.) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA or the Compact. In this Regulation:

- A. "Applicable Codes" means codes for building, electrical, energy, mechanical, plumbing, fire and safety, as specified in Section 6.4.2(e) of the compact;
- B. "State Designated Agency" means the Department of General Services; and
- C. "Title 24 of the California Code of Regulations" means the most current edition of the California Building Standards Code adopted by the California Building Standards Commission.

III. Scope of Application

This Regulation applies solely to the construction, reconstruction, alteration of, or addition to any Gaming Facility on the Pauma-Yuima Reservation ("Covered Gaming Facility Construction").

IV. Adoption of the California Building Code and the Public Safety Code

- A. Subject to the modifications set forth in this Regulation, there is hereby adopted by reference by the Tribe, the California Building Standards Code (“CBSC”) and the Public Safety Code (“PSC”) applicable to the city or county in which the Gaming Facility is located as set forth in Titles 19 and 24 of the California Code of Regulations (“CCR”), as those regulations may be amended during the term of the Compact, including but not limited to the Applicable Codes;
1. Reference to or adoption of Applicable Codes is not intended to confer jurisdiction upon the State or its political subdivisions;
 2. Modification of Terms. The terms “building official” and “code enforcement agency” as used in Title 19 and 24 of the CCR mean the Pauma-Yuima Gaming Commission (“the Commission”) or such other Tribal government agency or official as may be designated in the future by resolution of the General Council; and
 3. Notwithstanding the foregoing, the Tribe need not comply with any standard that specifically applies in name or a fact only to tribal facilities.
- B. One (1) copy of the CBSC and PSC will be on file and open for inspection by tribal members, their contractors, and contractors hired by the Tribe at the tribal administration offices.

V. Compliance Assurance - Inspections

- A. In order to assure compliance with the Applicable Codes, in cases where said codes would otherwise require a permit, the Tribe shall employ for any Covered Gaming Facility Construction the following persons, who shall hereinafter be referred to as “Inspector(s)”:
1. Appropriate plan checkers or review firms that either are California licensed architects or engineers with relevant experience or are on the list, if any, of approved plan checkers or review firms provided by the city or county in which the Gaming Facility is located; and
 2. Project inspectors that have been either approved as Class 1 certified inspectors by the Division of the State Architect or approved as Class A certified inspectors by the Office of Statewide Health Planning and Development or their successors.

- B. The Tribe shall require the Inspector(s) to conduct inspections when such inspections are required under Section 108 of the CBSC.
- C. The Tribe shall provide reasonable notice of each inspection by an inspector required by Section 108 of the CBSC to the agent(s) designated by the State Designated Agency and to the Commission. Said State agents and Commission may accompany the Inspector on any such inspection.
- D. Said Inspector(s) must report in writing any failure to comply with the Applicable Codes to the Commission and the State Designated Agency. The Tribe shall correct any Gaming Facility condition noted in above mentioned inspections that does not meet the Applicable Codes (hereinafter “deficiency”).
- E. After providing at least three (3) days notice to the Commission, the State Designated Agency may conduct an independent inspection of the Gaming Facility to verify compliance with the Applicable Codes before public occupancy and shall report to the Commission any alleged deficiency. No advance notice is required, however, in circumstances posing an immediate threat to the life or safety of any person, provided that prior to any exercise by the State of its right to inspect without notice based upon alleged circumstances posing an immediate threat to the life or safety of any person, the State Designated Agency shall provide to the Commission notice in writing specifying in reasonable detail those alleged circumstances.
- F. The Commission shall forward the Inspector’s final certification that a Gaming Facility meets Applicable Codes to the State Designated Agency within ten (10) days of issuance of said certification.
- G. If the State Designated Agency objects to the final certification, the Tribe shall make a good faith effort to address the State’s concerns, but if the State Designated Agency does not withdraw its objection, the matter will be resolved in accordance with the dispute resolution provisions of Section 9.0 of the Compact.
- H. Any failure to remedy within a reasonable period of time any material and timely raised deficiency shall be deemed a violation of the Compact unless the State has acted unreasonably in reporting the deficiency to the Tribe. Any deficiency that poses a serious or significant risk to the health or safety of any occupants shall be grounds for the State Designated Agency to prohibit occupancy of the affected portion of the Gaming Facility pursuant to a court order until the deficiency is corrected.

VI. Required Documentation

In all cases where the Applicable Codes would otherwise require a plan check, the Tribe requires those responsible for any Covered Gaming Facility Construction to provide the documentation set forth below:

- A. Design and construction calculations, and plans and specifications that form the basis for the planned Covered Gaming Facility Construction (the “Design and Building Plans”) shall be provided to the State Designated Agency and the Commission within fifteen (15) days of their completion.
- B. In the event that material changes to a structural detail of the Design and Building Plans will result from contract change orders or any other changes in the Design and Building Plans, such change orders or other changes shall be provided to the State Designated Agency and the Commission within five (5) days of the execution or approval of such changes.
- C. During construction, all other contract change orders shall be maintained by the Tribe for inspection and copying by the State Designated Agency and the Commission upon their request at the requester’s expense.
- D. Design and Building Plans shall be maintained by the Tribe for the term of the Compact.

VII. Fire Suppression, Protection, and Safety

- A. The Tribe will take all necessary steps to:
 - 1. Reasonably ensure the ongoing availability of sufficient and qualified fire suppression services to the Gaming Facility; and
 - 2. Reasonably ensure that the Gaming Facility satisfies all requirements of Title 19 of the CCR applicable to similar facilities in the city or county in which the Gaming Facility is located.
- B. The Gaming Facility shall be inspected, for the purposes of certifying that the Gaming Facility meets a reasonable standard of fire safety and life safety. Such inspection shall:
 - 1. Be at the Tribe’s expense;
 - 2. By a Tribal official, if any, who is responsible for fire protection on the

- Tribe's lands, or by an independent expert;
3. No later than November 1, 2004, and not less than every two (2) years thereafter;
 4. Upon at least ten (10) days notice to the State Designated Agency and the Commission.
- C. The State Designated Agency shall be entitled to designate and have a qualified representative or representatives present during the inspection. During such inspection, the State's representative(s) shall specify to the Tribal official, or independent expert, as the case may be, any condition which the representative(s) reasonably believes would preclude certification of the Gaming Facility as meeting a reasonable standard of fire safety and life safety.
- D. Within fifteen (15) days of the inspection the Tribal official or independent expert shall issue a report on the inspection, identifying any deficiency in fire safety or life safety at the Gaming Facility or on the ability of the Tribe to meet reasonably expected fire suppression needs of the Gaming Facility. Upon delivery of the report to the Tribe a copy of the report shall be served on the State Designated Agency and the Commission.
- E. Within fifteen (15) days after the issuance of the report the Tribal official or independent expert shall also require and approve a specific plan for correcting deficiencies, whether in fire safety at the Gaming Facility or in the Tribe's ability to meet the reasonably expected fire suppression needs of the Gaming Facility, including those identified by the State's representative(s).
- F. Immediately upon correction of all deficiencies identified in the report, the Tribal official or independent expert shall certify in writing to the State Designated Agency and the Commission that all previously identified deficiencies have been corrected.
1. Any failure to correct all deficiencies identified in the report within a reasonable period of time shall be deemed a violation of the Compact.
 2. Any failure to promptly correct those deficiencies that pose a serious or significant risk to the health or safety of any occupants shall be a violation of the Compact and grounds for the State Gaming Agency or other State Designated Agency to prohibit occupancy of the affected portion of the Gaming Facility pursuant to a court order until the deficiency is corrected.

VIII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission or any employee of the Tribe, the Commission, or the Gaming Operation acting pursuant to this Regulation.

IX. Repeal

By enacting this Regulation, the General Council hereby repeals the Tribe's Gaming Facility Building and Safety Ordinance, except that the provisions of said Ordinance shall continue to apply to any construction, reconstruction, alteration of, or addition to a Gaming Facility commenced prior to September 2, 2004, and continue in effect as to such work until completed.

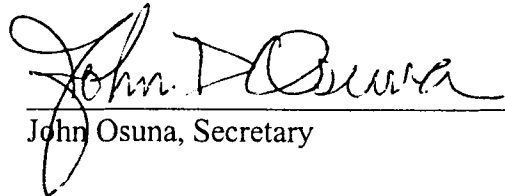
X. Effective Date

This Regulation shall take effect immediately upon its approval by the General Council and such approval shall be deemed retroactive to September 2, 2004.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 44 in favor, 2 against, and 2 abstaining, and the results recorded on November 16, 2004, and that this Regulation has not been further amended or rescinded in any other way.

11-16-04
Date


John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 004**

Third Party Injuries Regulations

I. Purpose

This Regulation sets forth the terms and conditions under which third parties may pursue claims for money damages resulting from property damage and personal injury arising out of, connected with, or related to the operation of the Pauma-Yuima Band of Mission Indians' ("the Tribe") Gaming Facility or Gaming Activities. This Regulation is adopted to satisfy the Tribe's obligation under Section 10.2(d) of the compact between the Tribe and the State of California as amended ("the Compact"), to enact tribal law providing for the processing of such third party injury claims.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA or the Compact, the provisions of the Gaming Ordinance, IGRA or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact. In this Regulation:

- A. "Days" means calendar days;
- B. "Third party claims" means a claim, made by a third party, in conformance with the procedures set forth in this Regulation, for money damages resulting from property damage or personal injury arising out of, connected with, or related to the operation of the Gaming Facility or Gaming Activities, including, but not limited to, injuries resulting from entering onto the Tribe's land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility; and
- C. "Tribal Dispute Resolution Process" means the process outlined in Section VII of this Regulation.

III. Scope of Application

This Regulation applies solely to third party claims as defined in Section II above.

IV. Commercial General Liability Insurance Policy

The Tribe shall carry no less than ten million dollars (\$10,000,000.00) per occurrence in commercial general liability insurance for third party claims. The insurance policy ("the Policy") must be consistent with industry standards for non-tribal casinos and underwritten by an insurer with an A.M. Best rating of A or higher. The Policy shall acknowledge that the Tribe has waived its sovereign immunity for the purpose of arbitration of those claims up to the above-stated limits of the Policy and for the enforcement of any ensuing award or judgment and shall include an endorsement providing that the insurer shall not invoke tribal sovereign immunity up to the above-stated Policy limits. However, such endorsement shall not be deemed to waive or otherwise limit the Tribe's sovereign immunity beyond the above-stated Policy limits. At its discretion, the General Council may delegate this requirement to the Gaming Operation.

V. Due Diligence

In cooperation with the company providing the Tribe with the commercial general liability insurance referred to in Section IV of this Regulation ("the Insurance Company"), and subject to the limits of the commercial general liability insurance policy, the Tribe shall exercise due diligence to ensure that third party claims are promptly and fairly adjudicated and that legitimate claims are paid.

VI. Incident Reports

The Gaming Operation shall implement policies and procedures for recording any incidents that may give rise to a third party claim, and for providing written notice of the Tribal Dispute Resolution Process to all individuals who may have suffered a third party injury during such incidents. Whenever possible, such notice shall be provided to the individual at the time of the incident. When the individual was not personally served in this manner, the notice must be served as soon as possible by certified mail, return receipt requested by the claimant. Such notices shall prominently display the one hundred eighty (180) day period on the front page of the notice and state that the claimant is required to first exhaust the Tribal Dispute Resolution Process and if dissatisfied with the resolution is entitled to arbitrate his or her claim.

VII. Tribal Dispute Resolution Process

- A. The third party allegedly suffering the injury to person or property must present his or her claim, in accordance with Section VIII of this Regulation, within one hundred eighty (180) days of the receipt of written notice of the Tribal Dispute Resolution Process, to the Business Committee;

- B. The Business Committee shall promptly forward a copy of the third party's claim to the Gaming Operation and review the claim in consultation with the Gaming Operation to determine if the Gaming Operation should first attempt to settle the claim for an amount up to five-thousand dollars (\$5,000). If settlement is not attempted or fails, the Business Committee shall forward a copy of the third party claim to the Insurance Company for processing;
- C. The Tribe, or its Insurance Company, may consider, ascertain, adjust, determine, compromise and settle any claim presented under this Regulation. The offer of a compromise or settlement shall not be construed as or constitute evidence of an admission of liability or the amount of damages by the Tribe. The acceptance by a third party of any such award, compromise or settlement shall be final and conclusive on the claimant, and shall constitute a complete release of any claim against the Tribe and against the agent, employee, or officer of the Tribe whose act or omission gave rise to the claim, by reason of the same subject matter; and
- D. A third party may request resolution of his or her claim directly by the Tribe in accordance with the Process outlined in Section X of this Regulation only after exhausting the Tribal Dispute Resolution Process without reaching a settlement of the claim. Arbitration under Section X of this Regulation shall be stayed until the completion of the Tribal Dispute Resolution Process or one hundred eighty (180) days from the date on which the claim is filed, whichever first occurs, unless the parties mutually agree to a longer period.

VIII. Content of Claim

- A. To be considered a valid claim, a third party claim must include the following:
 - 1. The name and address of the third party and the third party's attorney, if any;
 - 2. The address to which the person presenting the claim desires notices to be sent;
 - 3. A concise statement of the factual basis of the claim, including the date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted;
 - 4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the

claim, including the evidence required under Section VIII. B or Section VIII. C below;

5. The name or names of the Tribal employee or employees causing the injury, damage, or loss, if known;
6. The amount claimed as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed; and
7. The signature of the third party, or some person with personal knowledge of the claim on the third party's behalf.

B. In support of a claim for personal injury, the third party shall submit the following evidence or information:

1. A written report by the third party's attending physician or dentist setting forth the nature and extent of the injury, nature and extent of treatment, degree of temporary or permanent disability, the prognosis, period of hospitalization, and any diminished earning capacity. In addition, the third party may be required to submit to a physical or mental examination by a physician selected by the Tribe or its Insurance Company;
2. Itemized bills for medical, dental, and hospital expenses incurred, or itemized receipts of payments for expenses;
3. If the prognosis reveals the necessity of future treatment, a statement of expected expenses for such treatment;
4. If the claim is made for loss of time from employment, a written statement from the employer showing actual time lost from employment, whether the third party is a full or part-time employee, and the wages or salary actually lost;
5. If the claim is for loss of income and the third party is self-employed, documentary evidence showing the amounts of earnings actually lost; and
6. Any other evidence or information which may have a bearing on either the responsibility of the Tribe for personal injury or the damages claimed.

- C. In support of a claim for injury to or loss of property, the third party shall submit the following evidence or other information:
1. Proof of ownership;
 2. A detailed statement of the amount claimed with respect to each item of property;
 3. An itemized receipt of payment for necessary repairs or itemized written estimates of the cost of such repairs;
 4. A statement listing date of purchase, purchase price, and salvage value, where repair is not economical; and
 5. Any other evidence or information which may have a bearing on either the responsibility of the Tribe for the injury to or loss of property or the damages claimed.
- D. For claims involving equal to or less than five-thousand dollars (\$5,000) the Tribe may, in its discretion, require less information or less formal information or evidence than that required above.

IX. Sovereign Immunity

- A. Except as stated in this Section, the sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation or the Business Committee or employees of the Gaming Operation or the Tribe acting pursuant to this Regulation. In the event a third party claimant requests arbitration in accordance with Section X of this Regulation, the Tribe shall waive its right to assert its sovereign immunity in connection with the arbitrator's jurisdiction and in any action to:
1. Enforce the parties' obligation to arbitrate;
 2. Confirm, correct, modify, or vacate the arbitral award rendered in the arbitration; or
 3. Enforce or execute a judgement based upon said award;
- B. Any waiver of sovereign immunity provided for in paragraph A of this Section is limited as follows:

1. The suit must be brought by the third party allegedly suffering the injury to person or property and not by any representative, agent, partner or other entity of or connected with the third party, or by any other person, corporation, partnership, or entity;
2. The third party allegedly suffering the injury to person or property must have followed all claims procedures established by the Tribal Dispute Resolution Process and by the Insurance Company; or
3. The arbitration process and award must be consistent with the rules specified in Section X of this Regulation and the limitations specified in Section X of this Regulation; and
4. The suit must be brought in:
 - a. The judicial forum or other dispute resolution system established by the Tribe as having adjudicatory jurisdiction over third party claims, or, in the absence of any such forum;
 - b. The Superior Court for the State of California for the County of San Diego in San Diego, California.

X. Arbitration

- A. A third party who exhausts the Tribal Dispute Resolution Process without settlement of his or her claim may request arbitration.
- B. The Tribe hereby consents to arbitration when such requests are made, but only to the extent of the ten million dollar (\$10,000,000.00) per occurrence policy limit required by the Compact. In no event shall an award in an arbitration initiated under this Section exceed the limitations of the commercial general liability insurance policy purchased by the Tribe in conformance with this Regulation, and an award must be consistent with all other terms and conditions of said insurance policy.
- C. Arbitration shall be before a single arbitrator who shall be a retired judge in accordance with the comprehensive arbitration rules and procedures of JAMS or, if those rules no longer exist, the closest equivalent. Discovery in the arbitration proceedings shall be governed by Section 1283.05 of the California Code of Civil Procedure. The Tribe shall initially bear the cost of JAMS and the arbitrator, but the arbitrator may award costs to the prevailing party not to exceed those allowable in a suit in California Superior Court. Any party dissatisfied with the

award of the arbitrator may at the party's election invoke the JAMS Optional Arbitration Appeal Procedure or, if those rules no longer exist, the closest equivalent. The party making such election must bear all the costs and expenses of JAMS and the arbitrators associated with the Appeal Procedure regardless of the outcome. California Tort law shall apply to all third party claims, provided however, that California law governing punitive damages shall not apply to such claims.

- D. Any award of the arbitrator may be submitted for enforcement to a court of competent jurisdiction as specified in Section IX of this Regulation. In the event an action to enforce an arbitration award is pursued, the prevailing party shall be entitled to receive its reasonable attorneys' fees and its costs and expenses of litigation.

XI. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Tribe, the Commission or the Gaming Operation acting pursuant to this Regulation.


XIII. Effective Date

This Regulation and any amendments to it shall take effect immediately upon their adoption by the General Council. Amendments to this Regulation shall not apply retroactively to third party claims filed prior to the date the amendments are adopted by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail out ballot of 25 votes in favor, 0 votes opposing, and 1 vote abstaining, results recorded on June 27, 2002, and was amended by the General Council pursuant to the results of a general mail out ballot of 25 votes in favor, 0 votes opposing, and 0 votes abstaining, results recorded on April 22, 2004, and a general mail out ballot of 44 votes in favor, 2 votes opposing, and 2 votes abstaining, results recorded on November 16, 2004, and that this Regulation has not been further amended or rescinded in any other way.

11-16-04
Date


John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 005**

Mitigation of Off-Reservation Environmental Impacts

I. Purpose

This Regulation describes the procedures to be followed by the Pauma-Yuima Band of Mission Indians (“the Tribe”) to mitigate the off-reservation effects of its Gaming Activities and Gaming Operations. This Regulation is adopted to satisfy the Tribe’s obligation under Section 10.8 of the Compact between the Tribe and the State of California, as amended (“the Compact”).

II. Interpretation

This Regulation supplements the provisions of the Tribe’s Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) (“IGRA”), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA or the Compact, the provisions of the Gaming Ordinance, IGRA or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact. In this Regulation:

- A. “County” means the Board of Supervisors of San Diego County;
- B. “Environment” means the physical conditions which exist within the area which will be affected by a proposed Project, including land, air, water, minerals, flora, fauna, noise, and objects of cultural, historic, or aesthetic significance;
- C. “Interested Persons” means:
 - 1. All local, state, and federal agencies, which, if a Project were not taking place on Indian lands, would have responsibility for approving the project or would exercise authority over the natural resources that may be affected by the project; or
 - 2. Persons, groups, or agencies that request in writing a Notice of Preparation of a draft Tribal Environmental Impact Report or have commented on the Project in writing to the Tribe or the County.
- D. “Off-reservation” means a twenty-five (25) mile radius around the Pauma-Yuima Reservation or such other area as the General Council deems appropriate in its sole discretion considering the proposed Project and the topography,

demographics, quality of the environment, and other environmental conditions outside the boundaries of the Pauma-Yuima Reservation;

- E. “Project” means any activity on Indian lands, commencing on or after September 2, 2004, a principle purpose of which is to serve the Tribe’s Gaming Activities or Gaming Operation and which may cause either a direct physical change in the off-reservation environment, or a reasonably foreseeable indirect physical change in the off-reservation environment. This definition shall include, but is not limited to, the construction or planned expansion of any Gaming Facility and any construction or planned expansion, a principle purpose of which is to serve a Gaming Facility, including access roads, parking lots, a hotel, utility or waste disposal systems, or water supply, as long as such construction or expansion causes a direct or indirect physical change in the off-reservation environment;
- F. “Reservation” means all land, air, and water located within the exterior boundaries of the Pauma-Yuima Reservation;
- G. “Significant Off-Reservation Environmental Effect(s)” means a substantial, or potentially substantial, adverse change in the off-reservation environment, as defined in this Regulation, and occurs if any of the following conditions exist:
 - 1. A proposed Project has the potential to degrade the quality of the off-reservation environment, curtail the range of the environment, or to achieve short-term, to the disadvantage of long-term, environmental goals;
 - 2. The possible effects on the off-reservation environment of a Project are individually limited but cumulatively considerable, i.e., the incremental effects of an individual Project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effect of probable future projects. Previously approved land use documents, including general plans, specific plans, and local coastal plans may be used in the cumulative impact analysis; or
 - 3. The off-reservation environmental effects of a Project will cause substantial adverse effects on human beings, either directly or indirectly.
- H. “State Clearinghouse” means the State Clearinghouse in the State Office of Planning and Research;
- I. “Tribal Environmental Impact Report (“TEIR”)” means a detailed written statement on:

1. All Significant Off-Reservation Environmental Effects of the proposed Project, including each of the matters set forth in Exhibit A of the Compact, attached hereto;
2. Options for mitigating or minimizing the Significant Off-Reservation Environmental Effects of the proposed Project, whenever feasible; and
3. Any reasonable and feasible alternatives to the proposed Project.

III. Scope of Application

This Regulation applies solely to a “Project” as defined in Section II above.

IV. Tribal Environmental Impact Report

- A. Before the commencement of any Project, the Tribe shall cause to be prepared a Tribal Environmental Impact Report analyzing the potentially Significant Off-Reservation Environmental Effect(s) of the Project.
- B. The TEIR shall provide detailed information about the Significant Off-Reservation Environmental Effect(s) the Project is likely to have, including:
 1. The issues set forth in Exhibit A of the Compact;
 2. A list ways in which the Significant Off-Reservation Environmental Effect(s) might be minimized;
 3. A detailed statement of all direct and indirect significant effects on the environment of the proposed Project; including each of the items in Exhibit A of the Compact, which shall be clearly identified and described, giving due consideration to both the short-term and the long-term effects;
 4. In a separate section, any significant effect on the environment that cannot be avoided or would be irreversible if the Project is implemented;
 5. Mitigation measures proposed to minimize significant effects on the environment, including, but not limited to, measures to reduce the wasteful, inefficient, unnecessary consumption of energy, and:
 - a. The discussion of mitigation measures shall describe feasible measures which could minimize significant adverse effects, and

shall distinguish between measures that are proposed by the Tribe and measures proposed by others;

- b. Where several measures are available to mitigate an effect, each should be discussed and the basis for selecting a particular measure should be identified; and
 - c. Formulation of mitigation measures should not be deferred until some future time;
- 6. Whether any proposed mitigation would be feasible;
 - 7. Whether the proposed mitigation would be effective to substantially reduce the potential significant effects on the environment;
 - 8. Alternatives to the Project, provided that the Tribe need not address alternatives that would cause it to forgo its right to engage in the Gaming Activities authorized by the Compact on its Indian lands, including:
 - a. A range of reasonable alternatives to the Project or to the location of the Project, which would feasibly attain most of the basic objectives of the Project and which would avoid or substantially lessen any of the significant effects on the environment;
 - b. An evaluation of the comparative merits of the alternatives; and
 - c. Sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison;
 - 9. An index or table of contents and a summary, which shall identify each significant effect on the environment with proposed measures and alternatives that would reduce or avoid that effect, and issues to be resolved, including the choice among alternatives and whether and how to mitigate the significant effects on the environment;
 - 10. Any direct growth-inducing impacts of the Project; and
 - 11. A statement briefly indicating the reasons for determining that various effects of the Project on the off-reservation environment are not significant and consequently have not been discussed in detail in the TEIR.
- C. Notwithstanding the foregoing, information or data which is relevant to such

TEIR and is a matter of public record or is generally available to the public need not be repeated in its entirety in such TEIR, but may be specifically cited as the source for conclusions stated therein; provided it is briefly described, its relationship to the TEIR is indicated, and its source is reasonably available for inspection at a public place or public building.

V. Notice of Preparation of a Draft TEIR

- A. Upon commencing the preparation of the draft TEIR, the Tribe shall issue a Notice of Preparation to the State Clearinghouse and to the County for distribution to the public. The Tribe shall consider any recommendations from the County concerning the person or entity to prepare the TEIR;
- B. The Notice shall provide all Interested Persons with information describing the Project and its potential significant effects on the environment sufficient to enable Interested Persons to make a meaningful response or comment. At minimum, the Notice shall include all of the following information:
 - 1. A description of the Project;
 - 2. The location of the Project shown on a detailed map, preferably topographical, and on a regional map; and
 - 3. The probability of Significant Off-Reservation Environmental Effect(s) of the Project;
- C. The Notice shall also inform Interested Persons of the preparation of the draft TEIR and shall inform them of the opportunity to provide comments to the Tribe within thirty (30) days of the date of the receipt of the Notice by the State Clearinghouse and the County; and
- D. The Notice shall also request Interested Persons to identify in their comments the off-reservation environmental issues and reasonable mitigation measures that the Tribe will need to have explored in the draft TEIR.

VI. Notice of Completion of the Draft TEIR

- A. Within no less than thirty (30) days following the receipt of the Notice of Preparation by the State Clearinghouse and the County, the Tribe shall file a copy of the draft TEIR and a Notice of Completion with the State Clearinghouse, the County, and the California Department of Justice;

- B. The Notice of Completion shall include all of the following information:
1. A brief description of the Project;
 2. The proposed location of the Project;
 3. An address where copies of the draft TEIR are available; and
 4. Notice of a period of forty-five (45) days during which the Tribe may receive comments on the draft TEIR;
- C. The Tribe shall submit forty-five (45) copies of the draft TEIR and Notice of Completion to the County, with a request that the County serve in a timely manner the Notice of Completion to all Interested Persons, to post public notice of the draft TEIR at the office of the County Board of Supervisors, and to furnish the public notice at the public libraries serving the County;
- D. The Tribe will also provide public notice by at least one of the following:
1. Publication at least one time by the Tribe in a newspaper of general circulation in the area effected by the Project or, if more than one area is effected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas;
 2. Posting of notice by the Tribe in the area adjacent to, but outside, the Indian lands on which the Project is to be located; or
 3. Direct mailing by the Tribe to the owners and occupants of property adjacent to, but outside, the Indian lands on which the Project is to be located.

VII. Costs

The Tribe shall reimburse the County for copying and mailing costs resulting from making the Notice of Preparation, Notice of Completion, and draft TEIR available to the public.

VIII. Issuance of Final TEIR

The Tribe shall prepare, certify, and make available to the County at least fifty-five (55) days before the completion of negotiations pursuant to Section IX of this Regulation a Final TEIR, which shall consist of:

- A. The draft TEIR or a revision of the draft;
- B. Comments and recommendations received on the draft TEIR either verbatim or in summary;
- C. A list of persons, organizations, and public agencies commenting on the draft TEIR;
- D. The responses of the Tribe to significant environmental points raised in the review and consultation process; and
- E. Any other information added by the Tribe.

IX. Intergovernmental Agreement

Before the commencement of a Project, and no later than the issuance of the Final TEIR to the County, the Tribe shall offer to commence negotiations with the County, and upon the County's acceptance of the Tribe's offer, shall negotiate with the County and shall enter into an enforceable written agreement with the County with respect to the following matters:

- A. Provisions providing for the timely mitigation of any significant effect on the off-reservation environment, including aesthetics, agricultural resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, water resources, land use, mineral resources, traffic, noise, utilities and service systems, and cumulative effects, where such effect is attributable in whole or in part, to the Project, unless the parties agree that the particular mitigation is infeasible, taking into account economic, environmental, social, technological, or other considerations;
- B. Provisions relating to compensation for law enforcement, fire protection, emergency medical services and any other public services to be provided by the County to the Tribe for purposes of the Tribe's Gaming Operation as a consequence of the Project;
- C. Provisions providing for reasonable compensation for programs designed to address gambling addiction; and
- D. Provisions providing for mitigation of any effect on public safety attributable to the Project, including any compensation to the County as a consequence thereof.

X. Arbitration

In order to foster good government-to-government relationships and to assure that the Tribe is not unreasonably prevented from commencing a Project and benefitting therefrom, if an agreement with the County is not entered into within fifty-five (55) days of the submission of the Final TEIR, or such further time as the Tribe or the County (for purposes of this Section only "the parties") may mutually agree in writing, any party may demand binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association as set forth herein with respect to any remaining disputes arising from, connected with or related to the negotiation. The arbitration shall be conducted as follows:

- A. Each party shall exchange with each other within five (5) days of the demand for arbitration, its last, best written offer made during the negotiation pursuant to Section IX of this Regulation;
- B. The arbitrator shall schedule a hearing to be heard within thirty (30) days of his or her appointment;
- C. The arbitrator shall be limited to awarding only one or the other of the two offers submitted, without modification, based upon the proposal which best provides feasible mitigation of significant effects on the off-Reservation environment and on public services, without unduly interfering with the principle objectives of the Project or imposing environmental mitigation measures which are different in nature or scale from the type of measures that have been required to mitigate impacts of a similar scale of other projects in the surrounding areas, to the extent there are such other projects;
- D. If the respondent does not participate in the arbitration, the arbitrator shall nonetheless conduct the arbitration and issue an award, and the claimant shall submit such evidence as the arbitrator may require therefor;
- E. Review of the resulting arbitration award is waived; and
- F. In order to effectuate this provision, and in the exercise of its sovereignty, the Tribe agrees to waive its right to assert sovereign immunity in connection with the arbitrator's jurisdiction or in any action to:
 - 1. Enforce the other party's obligation to arbitrate;
 - 2. Enforce or confirm any arbitral award rendered in the arbitration; or
 - 3. Enforce or execute a judgment based upon said award.

XI. Sovereign Immunity

Except as provided for in Section X above, the sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action of the Gaming Operation or the Business Committee or employees of the Gaming Operation or the Tribe acting pursuant to this Regulation.

XII. Repeal

By enacting this Regulation, the General Council hereby repeals the Tribe's Environmental Policy Ordinance, except that the provisions of said Ordinance shall continue to apply to any project commenced prior to September 2, 2004 and continue in effect as to such project until completed.

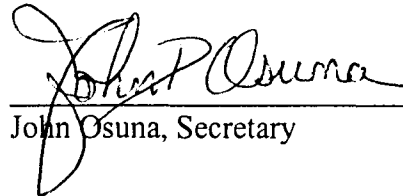
XIII. Effective Date

This Regulation shall take effect immediately upon its approval by the General Council and such approval shall be deemed retroactive to September 2, 2004.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail out ballot of 44 votes in favor, 2 votes opposing, and 2 votes abstaining, results recorded on November 16, 2004.

11-16-04
Date


John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 006**

Technical Standards for Gaming Devices and Other Electronic Devices

I. Purpose

This Regulation establishes the technical standards and testing requirements applicable to gaming devices used in connection with any class II or class III gaming facilities operated on the Pauma-Yuima Reservation. The purpose of these technical standards is to ensure that such gaming devices are fair, secure, and able to be audited and operated correctly. This Regulation is adopted in accordance with Section 7.5 of the compact between the Tribe and the State of California (the "Compact"), as amended, which requires the testing of gaming devices, and Section 8.1.14 of the Compact, which requires the Tribe to adopt technical standards for gaming devices that are no less stringent than those standards approved by a recognized gaming testing laboratory in the gaming industry.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA or the Compact, the provisions of the Gaming Ordinance, IGRA or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact, including, but not limited to, the term "gaming device" as defined in Section 2.6 of the Compact. In this Regulation, "State Gaming Agency" means the California Gambling Control Commission unless the State provides otherwise by written notice pursuant to Section 13.0 of the Compact.

III. Applicable Standards

- A. As allowable technical standards and specifications for gaming devices, the Tribe hereby adopts, and incorporates in this Regulation by reference, the following technical standards developed by Gaming Laboratories International, Inc. ("GLI"):
1. GLI-11: Gaming Devices in Casinos, Viejas Version, as amended from time to time; and
 2. GLI-12: Progressive Gaming Devices in Casinos, Viejas Version, as amended from time to time.

- B. The Commission is hereby authorized to adopt, in consultation with the management staff of the Tribe's Gaming Operations, additional GLI standards or other testing laboratories' technical standards applicable to gaming devices or other electronic devices, provided that the standards specified in Section III.A are also followed.
- C. A copy of the abovementioned standards shall be kept on file at the offices of the Commission, available for inspection by tribal members and other interested persons upon reasonable notice.

IV. General

Any manufacturer, distributor, or supplier of gaming devices shall be required to comply with all provisions of this Regulation prior to putting any of their gaming devices in use at any gaming facility on the Pauma-Yuima Reservation.

V. Gaming Device Requirements

- A. No gaming device may be offered for play unless:
 - 1. The manufacturer or distributor which sells, leases, or distributes such gaming device has applied for a finding of suitability by the State Gaming Agency at least fifteen (15) days before it is offered for play, has not been found to be unsuitable by the State Gaming Agency, and has been licensed by the Commission;
 - 2. The software for the game authorized for play on the gaming device has been tested, approved and certified by an independent or state governmental gaming test laboratory (the "Gaming Test Laboratory") as operating in accordance with the standards set out in Section III of this Regulation, and a copy of said certification is provided to the State Gaming Agency by electronic transmission or by mail unless the State Gaming Agency waives receipt of copies of certification;
 - 3. The software for the game authorized for play on the gaming device is tested by the Commission to ensure that each game authorized for play on the gaming device has the correct electronic signature prior to insertion into the gaming device; and
 - 4. The hardware and associated equipment for the gaming device has been tested by the Gaming Test Laboratory to ensure operation in accordance with the manufacturer's specifications.

VI. Gaming Test Laboratory

The Gaming Test Laboratory shall be an independent or state governmental gaming test laboratory recognized in the gaming industry which is competent and qualified to conduct scientific tests and evaluations of gaming devices, and is licensed or approved by any of the following states: Arizona, California, Colorado, Illinois, Indiana, Iowa, Michigan, Missouri, Nevada, New Jersey, or Wisconsin. The Commission shall submit to the State Gaming Agency documentation that demonstrates the Gaming Test Laboratory satisfies these conditions within fifteen (15) days prior to reliance thereon. If, at any time, the Gaming Test Laboratory license and/or approval required herein is suspended or revoked by any of those states or the Gaming Test Laboratory is found unsuitable by the State Gaming Agency, then the State Gaming Agency may reject the use of such Gaming Test Laboratory, and upon such rejection, the Commission shall ensure that such Gaming Test Laboratory discontinues its responsibilities under this Regulation.

VII. Annual Audit

The Commission shall ensure that compliance with Sections V and VI of this Regulation is audited annually by an independent auditor and shall provide the results of such audits to the State Gaming Agency within five (5) business days of completion. For purposes of this Section, an independent auditor shall be a certified public accountant and/or certified internal auditor who is not employed by the Tribe, the Commission, or the Gaming Operation, has no financial interests in any of these entities, and is only otherwise retained by any of these entities to conduct regulatory audits or audits under Section 8.1.8 of the Compact.

VIII. Inspections

The State Gaming Agency may inspect the gaming devices in operation at the Gaming Facility on a random basis not to exceed four (4) times annually to confirm that they operate and play properly pursuant to the manufacturer's technical standards. Said random inspections conducted pursuant to this Section shall occur during normal business hours from 7 a.m. to 5 p.m. outside of Fridays, weekends, and holidays and shall not remove from play more than 5% of the gaming devices operating at the Gaming Facility. The State Gaming Agency shall provide notice to the Commission of such inspection prior to the commencement of the random inspection, and the Commission may accompany the State Gaming Agency inspection(s). The State Gaming Agency may conduct additional inspections only upon reasonable belief of any irregularity and after informing the Commission of the basis for such belief.

IX. Disclosure

The Commission shall provide to the State Gaming Agency copies of this Regulation upon its adoption by the General Council and at least thirty (30) days before the effective date of any amendments to the Regulation.

X. Compliance

The Commission shall monitor the installation, repair, modification, and operation of gaming devices to ensure compliance with this Regulation and take appropriate enforcement action for violations of this Regulation.

XI. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Tribe, the Commission or the Gaming Operation acting pursuant to this Regulation.

XIII. Effective Date

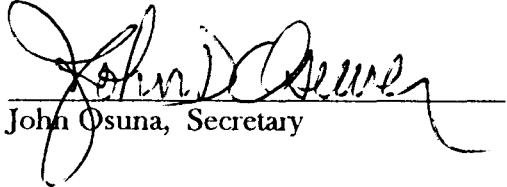
This Regulation shall take effect immediately upon its adoption by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 44 in favor, 2 against and 2 abstaining, and the results recorded on November 16, 2004, and was amended by the General Council pursuant to the results of a general mail out ballot, by a vote of 41 in favor, 0 against and 4 abstaining, and the results recorded on December 29, 2004, and this Regulation has not been amended or rescinded in any way.

12-29-04

Date



John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 007**

Tribal Labor Relations Regulation

I. Threshold of Applicability

- A. Any tribe with 250 or more persons employed in a tribal casino and related facility shall adopt this Tribal Labor Relations Regulation (TLRR or Regulation). For purposes of this regulation, a “tribal casino” is one in which class III gaming is conducted pursuant to a tribal-state compact. A “related facility” is one for which the only significant purpose is to facilitate patronage of the class III gaming operations.
- B. Any tribe which does not operate such a tribal casino as of September 10, 1999, but which subsequently opens a tribal casino, may delay adoption of this regulation until one year from the date the number of employees in the tribal casino or related facility as defined in 1(a) above exceeds 250.
- C. Upon the request of a labor union, the Tribal Gaming Commission shall certify the number of employees in a tribal casino or other related facility as defined in 1(a) above. Either party may dispute the certification of the Tribal Gaming Commission to the Tribal Labor Panel.

II. Definition of Eligible Employees

- A. The provisions of this regulation shall apply to any person (hereinafter “Eligible Employee”) who is employed within a tribal casino in which Class III gaming is conducted pursuant to a tribal-state compact or other related facility, the only significant purpose of which is to facilitate patronage of the Class III gaming operations, except for any of the following:
 - 1. Any employee who is a supervisor, defined as any individual having authority, in the interest of the tribe and/or employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment;
 - 2. Any employee of the Tribal Gaming Commission;

3. Any employee of the security or surveillance department, other than those who are responsible for the technical repair and maintenance of equipment;
4. Any cash operations employee who is a “cage” employee or money counter; or
5. Any dealer.

III. Non-interference with regulatory or security activities

Operation of this Regulation shall not interfere in any way with the duty of the Tribal Gaming Commission to regulate the gaming operation in accordance with the Tribe’s National Indian Gaming Commission-approved gaming regulation. Furthermore, the exercise of rights hereunder shall in no way interfere with the tribal casino’s surveillance/security systems, or any other internal controls system designed to protect the integrity of the tribe’s gaming operations. The Tribal Gaming Commission is specifically excluded from the definition of tribe and its agents.

IV. Eligible Employees free to engage in or refrain from concerted activity

Eligible Employees shall have the right to self-organization, to form, to join, or assist employee organizations, to bargain collectively through representatives of their own choosing, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities.

V. Unfair Labor Practices for the tribe

It shall be an unfair labor practice for the tribe and/or employer or their agents:

- A. To interfere with, restrain or coerce Eligible Employees in the exercise of the rights guaranteed herein;
- B. To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it, but this does not restrict the tribe and/or employer and a certified union from agreeing to union security or dues checkoff;
- C. To discharge or otherwise discriminate against an Eligible Employee because s/he has filed charges or given testimony under this Regulation;
- D. To refuse to bargain collectively with the representatives of Eligible Employees.

VI. Unfair Labor Practices for the union

It shall be an unfair labor practice for a labor organization or its agents:

- A. To interfere, restrain or coerce Eligible Employees in the exercise of the rights guaranteed herein;
- B. To engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or a primary or secondary boycott or a refusal in the course of his employment to use, manufacture, process, transport or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; or to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce or other terms and conditions of employment. This section does not apply to section 11;
- C. To force or require the tribe and/or employer to recognize or bargain with a particular labor organization as the representative of Eligible Employees if another labor organization has been certified as the representative of such Eligible Employees under the provisions of this TLRO;
- D. To refuse to bargain collectively with the tribe and/or employer, provided it is the representative of Eligible Employees subject to the provisions herein; or
- E. To attempt to influence the outcome of a tribal governmental election, provided, however, that this section does not apply to tribal members.

VII. Tribe and union neutrality

- A. The Tribe agrees that if a union first offers in writing (i) that it will not engage in strikes, picketing, boycotts, attack websites, or other economic activity at or in relation to the Tribal Casino or Related Facility, (ii) that it will not disparage the Tribe for purposes of organizing Eligible Employees, and (iii) that it and its local affiliates will agree to resolve all issues, including collective bargaining impasses, through the binding dispute resolution mechanisms set forth in Section 13 herein, the Tribe shall thereafter:
 - 1. Recognize the union if it is certified pursuant to Section 10, subdivision (f); and
 - 2. Not express or imply any opposition to Eligible Employees choosing to be represented by a union for purposes of collective bargaining, as guaranteed by this TLRO, nor express or imply any opposition to the

selection by Eligible Employees of that particular union to be their representative in collective bargaining or any preference for another union.

- B. If a United States Court of Appeals issues a final order upholding Nation Labor Relations Board jurisdiction over tribal casinos that is not later superseded by a decision of the United States Supreme Court, then the union's offer in subdivision (a) shall be deemed to be an offer to accept the entirety of this Regulation as a bilateral contract between the Tribe and the union and a waiver by the union of any right to file any form of action or proceeding with the National Labor Relations Board, and the Tribe agrees to accept such offer.
- C. Except as agreed in subdivision (a) above, the Tribe's and a union's expression of any view, argument, or opinion or the dissemination thereof, whether in written, printed, graphic or visual form, shall not constitute or be evidence of interference, restraint, or coercion if such expression contains no threat of reprisal or force or promise of benefit.

VIII. Access to Eligible Employees

- A. Access shall be granted to the union for the purposes of organizing Eligible Employees, provided that such organizing activity shall not interfere with patronage of the casino or related facility or with the normal work routine of the Eligible Employees and shall be done on non-work time in non-work areas that are designated as employee break rooms or locker rooms that are not open to the public. The tribe may require the union and or union organizers to be subject to the same licensing rules applied to individuals or entities with similar levels of access to the casino or related facility, provided that such licensing shall not be unreasonable, discriminatory, or designed to impede access.
- B. The Tribe, in its discretion, may also designate additional voluntary access to the Union in such areas as employee parking lots and non-Casino facilities located on tribal lands.
- C. In determining whether organizing activities potentially interfere with normal tribal work routines, the union's activities shall not be permitted if the Tribal Labor Panel determines that they compromise the operation of the casino:
 - 1. Security and surveillance systems throughout the casino, and reservation;
 - 2. Access limitations designed to ensure security;
 - 3. Internal controls designed to ensure security; or

4. Other systems designed to protect the integrity of the tribe's gaming operations, tribal property and/or safety of casino personnel, patrons, employees or tribal members, residents, guests or invitees.
- D. The Tribe shall provide to the union, upon a thirty percent (30%) showing of interest to the Tribal Labor Panel, an eligibility list containing the full first and last name of the Eligible Employees within the sought after bargaining unit and the Eligible Employees' last known address within ten (10) working days. Nothing herein shall preclude a tribe from voluntarily providing an ~~election~~ eligibility list at an earlier point of a union organizing campaign.
- E. The Tribe agrees to facilitate the dissemination of information from the union to Eligible Employees at the tribal casino by allowing posters, leaflets and other written materials to be posted in non-public employee break areas where the tribe already posts announcements pertaining to Eligible Employees. Actual posting of such posters, notices, and other materials, shall be by employees desiring to post such materials.

IX. Indian preference explicitly permitted

Nothing herein shall preclude the tribe from giving Indian preference in employment, promotion, seniority, lay-offs or retention to members of any federally recognized Indian tribe or shall in any way affect the tribe's right to follow tribal law, regulations, personnel policies or the tribe's customs or traditions regarding Indian preference in employment, promotion, seniority, lay-offs or retention. Moreover, in the event of a conflict between tribal law, tribal regulation or the tribe's customs and traditions regarding Indian preference and this Regulation, the tribal law, tribal regulation or the tribe's customs and traditions shall govern.

X. Selection of representatives

- A. Dated and signed authorized cards from thirty percent (30%) or more of the Eligible Employees within the bargaining unit verified by the elections officer will result in a secret ballot election to be held within 30 days from presentation to the elections officer.
- B. The election shall be conducted by the election officer. The election officer shall be a member of the Tribal Labor Panel chosen pursuant to the dispute resolution provisions herein. All questions concerning representation of the tribe and/or Employer's Eligible Employees by a labor organization shall be resolved by the election officer. The election officer shall be chosen upon notification by the labor organization to the tribe of its intention to present authorization cards, and the same election officer shall preside thereafter for all proceedings under the request for recognition; provided however that if the election officer resigns, dies

or is incapacitated for any other reason from performing the functions of this office, a substitute election officer shall be selected in accordance with the dispute resolution provisions herein.

- C. The election officer shall certify the labor organization as the exclusive collective bargaining representative of a unit of employees if the labor organization has received the majority of votes by employees voting in a secret ballot election that the election officer determines to have been conducted fairly. If the election officer determines that the election was conducted unfairly due to misconduct by the tribe and/or employer or union, the election officer may order a re-run election. If the election officer determines that there was the commission of serious Unfair Labor Practices by the tribe that interfere with the election process and preclude the holding of a fair election, and the labor organization is able to demonstrate that it had the support of a majority of the employees in the unit at any point before or during the course of the tribe's misconduct, the election officer shall certify the labor organization.
- D. The tribe or the union may appeal any decision rendered after the date of the election by the election officer to a three (3) member panel of the Tribal Labor Panel mutually chosen by both parties.
- E. A union which loses an election and has exhausted all dispute remedies related to the election may not invoke any provisions of this labor regulation at that particular casino or related facility until one year after the election was lost.
- F. In the event the union makes the written offer set forth in Section 7, dated and signed authorized cards from at least fifty percent (50%) plus one of the Eligible Employees within the bargaining unit verified by the election officer shall result in certification of the union as the exclusive collective bargaining representative of the Eligible Employees. A union seeking to invoke the provisions of this subsection shall notify the Tribe and the administrator of the Tribal Labor Panel of such intent in writing. If the union fails to be certified as the exclusive collective bargaining representative pursuant to this subsection within two years following the date of the written notice invoking this subsection, or if the union is decertified pursuant to Section 12, the union may not invoke any provisions of this labor regulation for two years thereafter.

XI. Collective bargaining impasse

- A. Upon recognition, the Tribe and the union will negotiate in good faith for

a collective bargaining agreement covering bargaining unit employees represented by the union.

- B. Except where the union has made the written offer set forth in Section 7, if collective bargaining negotiations result in impasse, and the matter has not been resolved by the tribal forum procedures set forth in Section 13, subdivision (b), governing resolution of impasse, within sixty working days or such other time as mutually agreed to by the parties, the union shall have the right to strike. Strike-related picketing shall not be conducted on Indian lands as defined in 25 U.S.C. Sec. 2703(4).

Where the union makes the offer set forth in Section 7(a), if collective bargaining negotiations result in impasse, the matter shall be resolved by the procedures set forth in Section 13. The arbitrator shall consider, but not be limited to, the following factors:

- Wages, hours and other terms and conditions of employment of other Indian gaming operations in Southern California;
- Size and type of the Tribe's operations at the Casino and Related Facility;
- Change in the cost of living as it affects the Eligible Employees and measured by the index mutually agreed to by the parties;
- Regional and local market conditions;
- The Tribe's financial capacity (if the Employer places this in issue); and
- The competitive nature of the business environment in which the Casino and Related Facility operate.

If the union violates the terms of the offer set forth in Section 7 by engaging in strikes, picketing, boycotts, attack websites, or other economic activity, the Tribe shall, at its option, have the right to withdraw, within thirty days of a determination of such a violation pursuant to Section 13, from the obligation to resolve impasses pursuant to the procedures set forth in Section 13.

XII. Decertification of bargaining agent

- A. The filing of a petition signed by thirty percent (30%) or more of the Eligible Employees in a bargaining unit seeking the decertification of a certified union, will result in a secret ballot election to be held 30 days from the presentation of the petition;
- B. The election shall be conducted by an election officer. The election officer shall be a member of the Tribal Labor Panel chosen pursuant to the dispute resolution provisions herein. All questions concerning the decertification of the labor organization shall be resolved by an election officer. The election officer shall be chosen upon notification to the tribe and the union of the intent of the employees

to present a decertification petition, and the same election officer shall preside thereafter for all proceedings under the request for decertification; provided however that if the election officer resigns, dies or is incapacitated for any other reason from performing the functions of this office, a substitute election officer shall be selected in accordance with the dispute resolution provisions herein;

- C. The election officer shall order the labor organization decertified as the exclusive collective bargaining representative if a majority of the employees voting in a secret ballot election that the election officer determines to have been conducted fairly vote to decertify the labor organization. If the election officer determines that the election was conducted unfairly due to misconduct by the tribe and/or employer or the union the election officer may order a re-run election or dismiss the decertification petition;
- D. A decertification proceeding may not begin until one (1) year after the certification of a labor union if there is no collective bargaining agreement. Where there is a collective bargaining agreement, a decertification petition may only be filed no more that 90 days and no less that 60 days prior to the expiration of a collective bargaining agreement. A decertification petition may be filed anytime after the expiration of a collective bargaining agreement; and
- E. The tribe or the union may appeal any decision rendered after the date of the election by the election officer to a three (3) member panel of the Tribal Labor Panel mutually chosen by both parties.

XIII. Binding dispute resolution mechanism

- A. All issues shall be resolved exclusively through the binding dispute resolution mechanisms herein, with the exception of a collective bargaining negotiation impasse, which shall only go through the first level of binding dispute resolution;
- B. The first level of binding dispute resolution for all matters related to organizing, election procedures, alleged unfair labor practices, and discharge of Eligible Employees shall be an appeal to a designated tribal forum such as a Tribal Council, Business Committee, or Grievance Board. The parties agree to pursue in good faith the expeditious resolution of these matters within strict time limits. The time limits may not be extended without the agreement of both parties. In the absence of a mutually satisfactory resolution, either party may proceed to the independent binding dispute resolution set forth below. The agreed upon time limits are set forth as follows:
 - 1. All matters related to organizing, election procedures and alleged unfair labor practices prior to the union becoming certified as the collective

bargaining representative of bargaining unit employees, shall be resolved by the designated tribal forum within thirty (30) working days; and

2. All matters after the union has become certified as the collective bargaining representative and relate specifically to impasse during negotiations, shall be resolved by the designated tribal forum within sixty (60) working days;

C. The second level of binding dispute resolution shall be a resolution by the Tribal Labor Panel, consisting of ten (10) arbitrators appointed by mutual selection of the parties which panel shall serve all tribes that have adopted this regulation. The Tribal Labor Panel shall have authority to hire staff and take other actions necessary to conduct elections, determine units, determine scope of negotiations, hold hearings, subpoena witnesses, take testimony, and conduct all other activities needed to fulfill its obligations under this Tribal Labor Relations Regulation:

1. Each member of the Tribal Labor Panel shall have relevant experience in federal labor law and/or federal Indian law with preference give to those with experience in both. Names of individuals may be provided by such sources as, but not limited to, Indian Dispute Services; Federal Mediation and Conciliation Service, and the American Academy of Arbitrators; and
2. Unless either party objects, one arbitrator from the Tribal Labor Panel will render a binding decision on the dispute under the Regulation. If either party objects, the dispute will be decided by a three-member panel of the Tribal Labor Panel, which will render a binding decision. In the event there is one arbitrator, five (5) Tribal Labor Panel names shall be submitted to the parties and each party may strike no more than two (2) names. In the event there is a three (3) member panel, seven (7) TLP names shall be submitted to the parties and each party may strike no more than two (2) names. A coin toss shall determine which party may strike the first name. The arbitrator will generally follow the American Arbitration Associations' procedural rules relating to labor dispute resolution. The arbitrator or panel must render a written, binding decision that complies in all respects with the provisions of this Regulation.

D. Under the third level of binding dispute resolution, either party may seek a motion to compel arbitration or a motion to confirm an arbitration award in Tribal Court, which may be appealed to federal court. If the Tribal Court does not render its decision within 90 days, or in the event there is no Tribal Court, the matter may proceed directly to federal court. In the event the federal court declines jurisdiction, the tribe agrees to a limited waiver of its sovereign immunity for the sole purpose of compelling arbitration or confirming an

arbitration award issued pursuant to the Regulation in the appropriate state superior court. The parties are free to put at issue whether or not the arbitration award exceeds the authority of the Tribal Labor Panel.

XIV. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, or any employee of the Tribe or the Gaming Operation acting pursuant to this Regulation.

XV. Repeal

By enacting this Regulation, the General Council hereby repeals the Tribe's Tribal Labor Relations Ordinance adopted on April 27, 2000.


XVI. Effective Date

This Regulation shall take effect immediately upon its approval by the General Council and such approval shall be deemed retroactive to October 2, 2004.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that the General Council adopted this Regulation pursuant to the results of a general mail-out ballot, by a vote of ~~44~~ in favor, 2 against, and 2 abstaining, and the results recorded on November 16, 2004, and that this Regulation has not been further amended or rescinded in any other way.

11-16-04
Date


John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 008**

Employment Discrimination

I. Purpose

This Regulation describes the anti-discrimination standards applicable to the Pauma-Yuima Band of Mission Indians' ("the Tribe") Gaming Facilities in relation to cashing checks or extending credit to patrons. This Regulation is adopted to satisfy the Tribe's obligation under Sections 10.2(g) of the Compact between the Tribe and the State of California ("the Compact").

II. Definitions

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA or the Compact, the provisions of the Gaming Ordinance, IGRA or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact. In this Regulation:

- A. "Auxiliary aids and services" includes qualified interpreters or other effective methods of making aurally delivered materials available to individuals with hearing impairments; qualified readers, taped texts, or other effective methods of making visually delivered materials available to individuals with vision impairments; acquisition or modification of equipment or devices; and other similar services and actions;
- B. "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such impairment; or being regarded as having such an impairment;
- C. "Drug" means a controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C. § 812;
- D. "Employee benefit plan" shall mean employee benefit plan as that phrase is defined in 29 U.S.C. § 1002(2);
- E. "Employer" or "the Gaming Facility" means any Gaming Facility or Gaming Operation, as those terms are defined in Sections 2.8 and 2.9 of the Compact, which is wholly owned by the Tribe, provided that it has twenty (20) or more

employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year;

- F. "Illegal use of drugs" means the use of drugs, the possession or distribution of which is unlawful under the Controlled Substances Act (21 U.S.C. § 801 et seq.), but such term does not include the use of a drug taken under supervision by a licensed health care professional, or other uses authorized by the Controlled Substances Act or other provisions of Federal law;
- G. "Qualified individual with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires, with consideration for the employer's judgment as to what functions of a job are essential, and if the employer has prepared a written description before advertising or interviewing applicants for the job, this description shall be considered evidence of the essential functions of the job;
- H. "Reasonable accommodation" may include making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities; and
- I. "Undue hardship" means an action requiring significant difficulty or expense, when considered in light of the following factors: the nature and cost of the accommodation needed under this Regulation; the overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility; the overall financial resources of the employer; the overall size of the employer's business with respect to the number of its employees; the number, type and location of its facilities; and the type of operations of the Gaming Facility.

III. Unlawful Employment Discrimination

A. Discrimination Prohibited

- 1. It shall be an unlawful employment practice for the Gaming Facility, because of the race, religious creed, color, national origin, physical disability, mental disability, sex, or sexual orientation of any person, to

refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment unless based upon a bona fide occupational qualification.

2. This Regulation does not prohibit the Gaming Facility from refusing to hire or discharging an employee with a physical or mental disability, or because of his or her medical condition, or subject the Gaming Facility to any legal liability resulting from the refusal to employ or the discharge of an employee with a physical or mental disability or medical condition, where the employee, because of his or her physical or mental disability or medical condition, is unable to perform his or her essential duties even with reasonable accommodations or cannot perform those duties in a manner that would not endanger his or her health or safety or the health or safety of others even with reasonable accommodations.
3. It shall be unlawful for the Gaming Facility, unless specifically acting in accordance with federal equal employment opportunity guidelines and regulations approved by the Equal Employment Opportunity Commission, to print or circulate or cause to be printed or circulated any publication, or to make any non-job-related inquiry of an employee or applicant, either verbal or through use of an application form, that expresses, directly or indirectly, any limitation, specification, or discrimination as to race, religious creed, color, national origin, physical disability, mental disability, sex or sexual orientation, or any intent to make any such limitation, specification or discrimination.

B. Indian Preference

Indian preference in employment constitutes a permitted preference system based upon the political affiliations of Native Americans, and thus is completely exempted from the prohibitions of this Regulation. The Tribe is fully committed to the principles of non-discrimination, and provides equal employment opportunities and affirmative action in support of such goals. Indian preference in employment will be an integral part of the selection process.

C. Gender-Based Clothing Requirements

1. The Gaming Facility shall not refuse to permit an employee to wear pants on account of the gender of the employee.
2. Nothing in this Section III shall prohibit the Gaming Facility from

requiring employees in a particular occupation to wear a uniform or from requiring an employee to wear a costume while that employee is portraying a specific character or dramatic role.

D. Sexual Harassment

Sexual harassment is a form of discrimination and is unlawful under this Regulation.

IV. Prohibition of Age Discrimination

A. It shall be unlawful for the Gaming Facility:

1. To fail or refuse to hire, or to discharge any individual or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions or privileges of employment, because of such individual's age;
2. To limit, segregate or classify any employee in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of such individual's age;
3. To reduce the wage rate of any employee in order to comply with this Regulation; or
4. To use salary as a basis for differentiating between employees when terminating employment if use of that criterion adversely impacts older workers as a group.

B. It shall not be unlawful for the Gaming Facility:

1. To take any action otherwise prohibited under Section IV.A of this Regulation where age is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business, or where the differentiation is based on reasonable factors other than age;
2. To take any action otherwise prohibited under Section IV.A of this Regulation for the purpose of:
 - a. observing the terms of a bona fide seniority system that is not intended to evade the purposes of this Regulation, except that no such seniority system shall require or permit the involuntary retirement of any individual because of the age of such individual;

- b. observing the terms of a bona fide employee benefit plan where, for each benefit or benefit package, the actual amount of payment made or cost incurred on behalf of an older worker is no less than that made or incurred on behalf of a younger worker, as permissible under federal law, or that is a voluntary early retirement incentive plan consistent with the relevant purpose or purposes of this Regulation; or
 - c. discharging or otherwise disciplining an individual for good cause.
- C. Notwithstanding Section IV.A of this Regulation, it shall not be a violation of this Regulation solely because:
 - 1. An employee pension benefit plan provides for the attainment of a minimum age as a condition of eligibility for normal or early retirement benefits;
 - 2. A defined benefit plan provides for payments that constitute the subsidized portion of an early retirement benefit; or social security supplements for plan participants that commence before the age and terminate at the age (specified by the plan) when participants are eligible to receive reduced or unreduced old-age insurance benefits under title II of the Social Security Act (42 U.S.C. *et seq.*) or other federal law, and that do not exceed such old-age insurance benefits;
 - 3. Following a contingent event unrelated to age, the value of any retiree health benefits received by an individual eligible for an immediate pension; or the value of any additional pension benefits that are made available solely as a result of the contingent event unrelated to age and following which the individual is eligible for not less than an immediate and unreduced pension, or both, are deducted from severance pay made available as a result of the contingent event unrelated to age;
 - 4. For an individual who receives immediate pension benefits that are actuarially reduced under paragraph 3, above, the amount of the deduction available pursuant to paragraph 3 shall be reduced by the same percentage as the reduction in the pension benefits. For the purposes of this paragraph, severance pay includes that portion of supplemental unemployment compensation benefits that constitutes additional benefits of up to fifty-two (52) weeks, has the primary purpose and effect of continuing benefits until an individual becomes eligible for an immediate

and unreduced pension; and is discontinued once the individual becomes eligible for an immediate and unreduced pension.

D. Age Limits

1. The prohibitions in this Section shall be limited to individuals who are at least forty (40) years of age.
2. Nothing in this Regulation shall be construed to prohibit compulsory retirement of any employee who has attained sixty-five (65) years of age and who, for the 2-year period immediately before retirement, is employed in a bona fide executive or high policymaking position, if such employee is entitled to an immediate nonforfeitable annual retirement benefit from a pension, savings or deferred compensation plan, or any combination of such plans, of the employer of such employee, which equals, in the aggregate, at least forty-four thousand dollars (\$44,000.00).

E. Continuation of Employment Beyond Normal Retirement Date

The Gaming Facility shall permit any employee who indicates in writing a desire in a reasonable time, and can demonstrate the ability to do so, to continue his or her employment beyond any retirement date contained in any private pension or retirement plan. This employment shall continue so long as the employee demonstrates his or her ability to perform the functions of the job adequately and the employer is satisfied with the quality of work performed.

V. Equal Opportunities for Individuals with Disabilities

A. Discrimination

1. The Gaming Facility shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment;
2. As used in this Section, the term "discriminate" includes:
 - a. limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of such applicant or employee because of the disability of such applicant or employee;

- b. participating in a contractual or other arrangement or relationship that has the effect of subjecting the Gaming Facility's qualified applicant or employee with a disability to the discrimination prohibited under this Regulation (such relationship includes a relationship with an employment or referral agency, labor union, an organization providing fringe benefits to employees, or an organization providing training and apprenticeship programs);
- c. utilizing standards, criteria, or methods of administration that have the effect of discrimination on the basis of disability or that perpetuate the discrimination of others who are subject to common administrative control;
- d. excluding or otherwise denying equal jobs or benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association;
- e. not making reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the Gaming Facility can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the Gaming Facility;
- f. denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, if such denial is based on the need of the Gaming Facility to make reasonable accommodation to the physical or mental impairment(s) of the employee or applicant.
- g. using qualification standards, employment tests or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities unless the standard, test or other selection criteria is shown to be job-related for the position in question and is consistent with business necessity; and
- h. failing to select and administer tests concerning employment in the most effective manner to ensure that, when such test is administered to a job applicant or employee who has a disability that impairs sensory, manual, or speaking skills, such test results accurately reflect the skills, aptitude, or whatever other factor of

such applicant or employee that such test purports to measure, rather than reflecting the impaired sensory, manual, or speaking skills of such employee or applicant (except where such skills are the factors that the test purports to measure).

3. It is a defense to a charge of discrimination under this Title that an alleged application of qualification standards, tests, or selection criteria that screen out or tend to screen out or otherwise deny a job or benefit to an individual with a disability has been shown to be job-related and consistent with business necessity, and such performance cannot be accomplished by reasonable accommodation, as required under this Section V; and
4. Qualification standards may include a requirement that an individual not pose a direct threat to the health or safety of other individuals in the workplace.

C. Medical Examinations and Inquiries

1. The prohibition against discrimination as referred to in Section V.A shall include medical examinations and inquiries. The Gaming Facility shall not conduct a medical examination or make inquiries of a job applicant as to whether such applicant is an individual with a disability or as to the nature or severity of such disability. However, the Gaming Facility may make preemployment inquiries into the ability of an applicant to perform job-related functions;
2. The Gaming Facility may require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant, and may condition an offer of employment on the results of such examination if all entering employees are subjected to such an examination regardless of disability; provided that all information regarding the medical condition or history of the applicant is collected and maintained on separate forms and in separate medical files and is treated as a confidential medical record, except that:
 - a. supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
 - b. first aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and

- c. tribal officials investigating compliance with this Regulation shall be provided relevant information on request; and
- d. the results of such examination are used only in accordance with this Section V.

D. Prohibited and Acceptable Examinations and Inquiries

- 1. The Gaming Facility shall not require a medical examination and shall not make inquiries of an employee as to whether such an employee is an individual with a disability or as to the nature or severity of the disability, unless such examination or inquiry is shown to be job-related and consistent with business necessity.
- 2. The Gaming Facility may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at that work site and may make inquiries into the ability of an employee or prospective employee to perform job-related functions. Information obtained under such an inquiry regarding the medical condition or history of any employee are subject to the requirements of Section V.C.

E. Illegal Use of Drugs and Alcohol

- 1. The term “qualified individual with a disability” shall not include any employee or applicant who is currently engaging in the illegal use of drugs, when the employer acts on the basis of such use. However, nothing in this section shall be construed to exclude as a qualified individual with a disability an individual who:
 - a. has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs, or has otherwise been rehabilitated successfully and is no longer engaging in such use;
 - b. is participating in a supervised rehabilitation program and is no longer engaging in such use; or
 - c. is erroneously regarded as engaging in such use, but is not engaging in such use.
- 2. Notwithstanding the above, it shall not be a violation of this Section V for the Gaming Facility to adopt or administer reasonable policies or

procedures, including but not limited to drug testing, designed to ensure that an individual described in Section V.A is no longer engaging in the illegal use of drugs;

3. The Gaming Facility may:
 - a. prohibit the illegal use of drugs and the use of alcohol at the workplace by all employees;
 - b. require that employees shall not be under the influence of alcohol or be engaging in the illegal use of drugs at the workplace;
 - c. require that employees behave in conformance with the requirements of the federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.);
 - d. hold an employee who engages in the illegal use of drugs or who is an alcoholic to the same qualification standards for employment or job performance and behavior that it holds other employees, even if any unsatisfactory performance or behavior is related to the drug use or alcoholism of such employee.
4. For the purposes of this Section V, a test to determine the illegal use of drugs shall not be considered a medical examination. Nothing in this Section V shall be construed to encourage, prohibit, restrict or authorize the conducting of drug testing for the illegal use of drugs by job applicants or employees or making employment decisions based on such test results.

F. Prohibition Against Retaliation and Coercion

1. No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this Regulation or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Title; and
2. It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or, on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Regulation.

G. Limitations

1. Homosexuality and bisexuality are not impairments, and as such are not disabilities under this Regulation.
2. Under this Regulation, the term “disability” shall not include transvestism, transsexualism, or gender identity disorders not resulting from physical impairments.
3. Under this Regulation, the term “disability” shall not include pedophilia, exhibitionism, voyeurism or other sexual behavior disorders.
4. Under this Regulation, the term “disability” shall not include compulsive gambling, kleptomania, pyromania or psychoactive substance use disorders resulting from current illegal use of drugs.

H. Pregnancy

1. The Gaming Facility shall not, unless based upon a bona fide occupational qualification, because of the pregnancy, childbirth, or related medical condition of any female employee, refuse to promote her, or to refuse to select her for a training program leading to promotion, provided she is able to complete the training program at least three (3) months prior to the anticipated date of departure for her pregnancy leave, or to discharge her from employment or from a training program leading to promotion, or to discriminate against her in compensation or in terms, conditions or privileges of employment.
2. The Gaming Facility shall not refuse to allow a female employee affected by pregnancy, childbirth or related medical conditions either:
 - a. To receive the same benefits or privileges of employment granted to other persons not so affected who are similar in their ability or inability to work, including to take disability or sick leave or any other accrued leave that is made available to temporarily disabled employees. For purposes of this section, pregnancy, childbirth and related medical conditions are treated as any other temporary disability. However, the Gaming Facility shall not be required to provide a female employee disability leave on account of normal pregnancy, childbirth, or related medical condition for a period exceeding six (6) weeks. The Gaming Facility is not required to provide employees with health insurance coverage for the medical costs of pregnancy, childbirth or related medical conditions. The

inclusion in any health insurance coverage of any provisions or coverage relating to medical costs of pregnancy, childbirth, or related medical conditions shall not be construed to require the inclusion of any other provisions or coverage, nor shall coverage of any related medical conditions be required by virtue of coverage of any medical costs of pregnancy, childbirth, or other related medical conditions.

- b. To take a leave on account of pregnancy for a reasonable period of time not to exceed four (4) months. The employee shall be entitled to utilize any accrued vacation leave during this period of time. Reasonable period of time means that period during which the female employee is disabled on account of pregnancy, childbirth, or related medical conditions. This paragraph shall not be construed to limit the provisions of Section V.H.1. The Gaming Facility may require any employee who plans to take a leave pursuant to this provision to give reasonable notice of the date the leave shall commence and the estimated duration of the leave.
3. The Gaming Facility shall provide reasonable accommodation for an employee for conditions related to pregnancy, childbirth, or related medical conditions, if she so requests, with the advice of her health care provider.
4. If the Gaming Facility has or enters into a collective bargaining agreement requiring or authorizing the transfer of temporarily disabled employees to less strenuous or hazardous positions for the duration of the disability, pregnant employees shall be eligible for such transfers upon the employee's request.
5. The Gaming Facility shall not refuse to temporarily transfer a pregnant employee to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her physician, where that transfer can be reasonably accommodated. However, the Gaming Facility is not required by this section to create additional employment that it would not otherwise have created, nor to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

VI. Notice

The Gaming Facility shall act to ensure a workplace free of unlawful discrimination and sexual harassment by distributing to all of its employees an information sheet containing, at a minimum, components on the following:

- A. the illegality of types of discrimination barred under this Regulation;
- B. the illegality of sexual harassment;
- C. the internal complaint process of the Gaming Facility available to the employee; and
- D. the legal remedies and complaint process available under Section VII.

VII. Enforcement

- A. The Tribe, as a sovereign nation on whose territory and under whose authority the Gaming Facility exists and operates, is the sole unit of government empowered to enforce this Regulation. Enforcement of this Regulation shall be possible solely by means of the enforcement mechanisms contained in this Section VII.
- B. Employees who believe they have been the victim of an unlawful employment practice (as that term is defined herein) are entitled to have their claim heard by the Business Committee. An employee who wishes to have his grievance heard by the Business Committee must file a written complaint with the Business Committee within one hundred eighty (180) days after the last occurrence of the alleged unlawful employment practice.
 - 1. Upon receiving a written complaint, the Business Committee shall schedule a hearing and promptly notify all parties of the date and time of the hearing. In no event shall such hearing be held later than thirty (30) days from the filing of a written complaint. Along with notice of the hearing, the Business Committee shall provide the accused and the Gaming Facility's General Manager with a copy of the complaint.
 - 2. The Business Committee may require each party to submit, in advance of the hearing, a written statement of their position, copies of all documents to be produced, a list of witnesses who will be called, the identification of their advisor or spokesperson, if any. Copies of any such materials should be given to the other party involved.

3. The hearing shall be confidential and private. Both parties shall have the right to attend the hearing and produce reasonable documentary and/or testimonial evidence. The Business Committee shall render a final decision within thirty (30) days after the completion of the hearing. The decision of the majority shall be deemed the final decision of the Business Committee.
4. The processes described in this Section VI. B are the sole recourse for any person alleging employment discrimination by the Gaming Facility, its officers, employees, or agents. All decisions of the Business Committee are final and cannot be appealed to the General Council, any other tribal entity, or any outside entity.

VIII. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

IX. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Business Committee or any employee of the Gaming Operation or the Tribe acting pursuant to this Regulation.

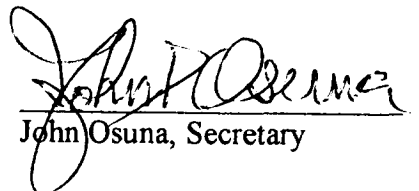
X. Effective Date

This Regulation shall take effect immediately upon its adoption by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail out ballot of 41 votes in favor, 0 votes opposing, and 4 votes abstaining, results recorded on December 29, 2004, and that this Regulation has not been further amended or rescinded in any other way.

12-29-04
Date


John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 009**

**Minimum Standards Concerning
Public and Workplace Health and Safety**

I. Purpose

This Regulation establishes certain minimum standards for the purpose of protecting the health and safety of patrons and employees of the Tribe's Gaming Operation. This Regulation is adopted in accordance with Subsections 10.2(a), (b), (e) and (f) of the gaming compact between the Tribe and the State of California ("Compact"), which require the Tribe to adopt and comply with certain standards concerning public and workplace health and safety that are no less stringent than federal and/or state standards.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA or the Compact, the provisions of the Gaming Ordinance, IGRA or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.

III. Scope of Application

This Regulation applies to any class II or class III Gaming Operation of Gaming Facility on the Pauma Indian Reservation.

IV. Food and Beverage Handling Standards

- A. The Gaming Operation shall comply with standards that are no less stringent than the state public health standards for food and beverage handling.
- B. The Gaming Operation will allow compliance inspection of all food and beverage services by state, county and Tribal Gaming Agency personnel, during normal hours of operation, to assess compliance with these standards

- C. The Gaming Operation will ensure that all applicable employees are certified as food handlers, that the health cards are kept on file by management and accessible to Tribal Gaming Agency Personnel.
- D. The Gaming Operation will ensure that all areas of the food handling area are free from conditions that present potential hazards.
- E. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those state or county health inspectors, but any alleged violations of the standards shall be treated as alleged violations of the Compact.

V. Federal Water Quality and Safe Drinking Water Standards

- A. The Gaming Operation shall comply with federal standards for water quality and safe drinking water applicable in California.
- B. The Gaming Operation shall allow for compliance inspection of water at the Gaming Facility by state or county health inspectors, as applicable, during normal business hours, unless inspections and testing are made by an agency of the United States pursuant to, or by the Tribe under express authorization of, federal law, to ensure compliance with federal standards.
- C. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of state or county health inspectors, but any alleged violations of the standards shall be treated as alleged violations of the Compact.

VI. Workplace and Occupational Health and Safety Standards

- A. The Gaming Operation shall comply with all applicable federal and occupational health and safety standards.
- B. The Gaming Operation shall allow for inspection of the Gaming Facility workplace by state inspectors, during normal business hours, to assess compliance with applicable standards, unless inspections are regularly made by an agency of the United States government to ensure compliance with federal workplace and occupational health and safety standards.
- C. Nothing herein shall be constructed as submission of the Tribe to the jurisdiction of those state inspectors, but any alleged violations of the standards shall be treated as an alleged violation of the Compact.

VII. Public Health and Safety Standards

The Gaming Operation shall comply with all applicable tribal and federal laws regarding public health and safety.

VIII. Prohibitions Concerning Alcoholic Beverages

- A. If the Tribe permits the consumption of alcoholic beverages in a Gaming Facility, no person under the age of twenty-one (21) years shall be permitted to be present in any area in which class II or class III gaming activities are being conducted and in which alcoholic beverages may be consumed, to the extent required by the state Department of Alcoholic Beverage Control.
- B. The Gaming Operation shall not provide, allow or contract to provide, or arrange to provide alcoholic beverages for no charge or a reduced charge as an incentive or enticement to patrons.

IX. Prohibition Concerning Firearms

Possession of firearms shall be prohibited at all times in class II and class III Gaming Facilities operated under this Ordinance, except for possession of firearms by state, local, or tribal security or law enforcement personnel authorized by federal, state or tribal law to possess firearms at the facilities.

X. Prohibition Concerning Minors

No person under the age of eighteen (18) years shall be permitted to be present in any room in which class II or class III gaming activities are being conducted unless the person is en-route to a non-gaming area of the Gaming Facility.

XI. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, or any employee of the Gaming Operation or the Tribe acting pursuant to this Regulation.

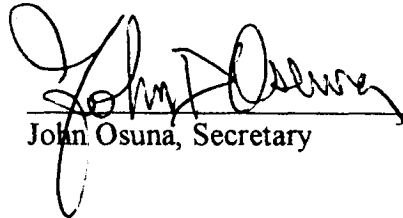
XIII. Effective Date

This Regulation, and any amendments to it, shall take effect immediately upon their adoption by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail out ballot of 41 votes in favor, 0 votes opposing, and 4 votes abstaining, results recorded on December 29, 2004, and that this Regulation has not been further amended or rescinded in any other way.

12-29-04
Date


John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 010**

Check Cashing and Extension of Credit

I. Purpose

This Regulation describes the limitations applicable to the Pauma-Yuima Band of Mission Indians' ("the Tribe") Gaming Facilities in relation to cashing checks or extending credit to patrons. This Regulation is adopted to satisfy the Tribe's obligation under Sections 10.2(h) and (j) of the Compact between the Tribe and the State of California ("the Compact").

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA or the Compact, the provisions of the Gaming Ordinance, IGRA or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.

III. Scope of Application

This Regulation applies solely to any Gaming Facility operated by the Tribe.

IV. Check Cashing

Pursuant to Section 10.2(h) of the Compact, the Gaming Facility is expressly prohibited from cashing checks drawn against any federal, state, county or city fund, including, but not limited to, social security, unemployment insurance, disability payments, or public assistance payments. The Gaming Facility shall not, however, be prohibited from cashing any payroll checks or checks for the delivery of goods or services that are drawn against a federal, state, county or city fund.

V. Extension of Credit to Gaming Patrons

Pursuant to Section 10.2(j) of the Compact, the Gaming Facility is expressly prohibited from extending credit to gaming patrons for gambling purposes. For the purposes of this Regulation only, acceptance of a personal check that is deposited within one (1) business day does not constitute an extension of credit.

VI. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

VII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, or any employee of the Gaming Operation or the Tribe acting pursuant to this Regulation.

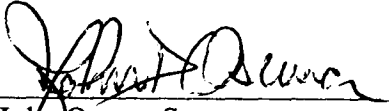
VIII. Effective Date

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CERTIFICATION

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12-29-04
Date


John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 011**

Workers' Compensation Plan

I. Purpose

This Regulation establishes and defines the Pauma-Yuima Band of Mission Indians' ("the Tribe") Workers' Compensation Plan ("Plan") for employees of the Tribe's Gaming Operations. This Plan is intended to create and maintain a system to redress said employees' ("employees") work-related injuries in general conformity with accepted workers' compensation practice and to clearly define the Gaming Operations' policy in managing injury risk in order to prevent abuse, control costs, medically and vocationally rehabilitate employees, and deliver a program that is equitable to employees and management and the Tribe. This Regulation is adopted to satisfy the Tribe's obligation under Section 10.3(a) of the Compact between the Tribe and the State of California ("Compact").

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA or the Compact, the provisions of the Gaming Ordinance, IGRA or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact. In this Regulation:

- A. "Administrator" means the Insurance Agency or Third Party Administrator responsible for administering this Plan;
- B. "Casino Risk Management" means the person or persons employed by the Gaming Operation who are responsible for analyzing, managing and controlling exposure to accidental risk;
- C. "Child or Children" means the child of an employee, including a child legally adopted prior to the injury, a child toward whom the employee stands in loco parentis, an illegitimate child, a stepchild, and a child according to Tribal custom as determined by applicable Tribal law, if such child was, at the time of the injury, a member of the employee's family and substantially dependant upon the employee for support, but does not include any married children unless they meet the above-mentioned criteria;
- D. "Claimant" for purposes of this Plan means any person employed by the Gaming Operation who suffers an injury, specific or cumulative, arising from employment with and occurring in the course and scope of employment with the Gaming Operation, but does not include independent contractors;

- E. "Compensable Injury" means a work-related injury to an employee, that is determined to have arisen during the period of employment and while performing the duties of employment in and on the premises of the Employer or a location the Employer requires the employee to perform the employment activities described in detail in this Plan, but does not include injury caused by a third party or fellow employee intended to injure the employee for personal reasons is not considered arising out of employment and is not compensable under this Plan;
- F. "Days" means calendar days unless otherwise expressly provided;
- G. "Dependent" means the father, mother, grandfather, grandmother, stepfather, stepmother, grandson, granddaughter, brother, sister, half-sister, half-brother, niece or nephew, or any other extended family member as determined by the Administrator to be actually and necessarily dependant in whole or in part upon the earnings of the employee at the time of the compensable injury which caused the employee's disability or death;
- H. "Disability" means incapacity, due to a compensable injury, to earn wages in the same or other employment;
- I. "Employee" means a person employed by or in the service of the Gaming Operation, either at will or under any express or implied contract of hire, during which employment the Employer has the power or right to control and direct such individual in return for which such individual receives a salary or wages, but does not include independent contractors, contractors, and outside consultants;
- J. "Employer" means the Gaming Operation;
- K. "Spouse" shall be defined, in conformance with state law or at the Tribe's discretion, as a husband or wife of the employee;
- L. "Work-related injur(y/ies) or illness" means any injury or disease arising out of and in the course and scope of employment and may be either:
 - 1. specific: a result of a specific incident or exposure which causes disability or need for medical treatment; or
 - 2. cumulative: a result of repetitive physical traumatic activities extending over a period of time, the combined effect of which causes any disability or need for medical treatment; and
- M. "Written decision" means:

1. any finding, decision, or award that shall be reduced to written form by Casino Risk Management; or
2. the finding(s) and decision(s) of the Administrator to accept or deny in full or in part any claim submitted by a claimant regarding a work-related injury.

III. Scope of Application

This Plan applies to all employees of the Gaming Operation.

IV. Declaration of Policy

It shall be the policy of the Tribe's Gaming Operations to:

- A. Provide sure and prompt medical treatment for injured employees, and fair, adequate, and reasonable income benefits to injured employees and/or their dependents;
- B. Provide a fair and just administrative system for delivery of medical and income benefits to injured employees, thereby eliminating litigation and the adversary nature of the compensation proceedings to the greatest extent practicable; and
- C. Provide the sole and exclusive source and means by which employees and/or their dependents may seek and qualify for remedies for injuries arising out of and occurring in the course of employment with the Gaming Operation.

V. Exclusive Remedy

The right to receive compensation under this Plan for injuries arising out of and occurring in the course and scope of employment with the Gaming Operation by an employee shall be the exclusive remedy available to the employee, and to anyone claiming through the employee, against the Employer, all departments and programs thereof, and/or the employees thereof. To that end, all civil causes of action against the Employer and the employees thereof, arising from said injuries or death, and the jurisdiction of all courts over such causes of action are hereby abolished and barred, except as provided by this Plan.

VI. Reporting Obligation

- A. An employee must report any work-related injury/illness, regardless of severity, to his/her Supervisor within twenty-four (24) hours of the incident, or exposure causing the work-related injury. In the event of employee incapacitation as a result of a work-related injury, another person on behalf of the employee may report a work-related injury. At this time, Casino Risk Management shall be notified of the injury/illness,

and all paperwork shall be forwarded to Casino Risk Management for prompt handling of the claim.

- B It is the responsibility of Casino Risk Management to provide all necessary reporting information to the Administrator and to maintain consistent communication with the Administrator, in order to ensure prompt handling and closure of all Workers' Compensation claims.
- C No compensation or medical benefits will be paid if a work-related injury is not reported within thirty (30) days of the employee's knowledge of a work-related injury.

VII. Administrator

The Administrator will act on behalf of the Employer in receiving and processing Workers' Compensation claims under this Plan. The responsibility of the Administrator to make determinations and decisions will include, but not be limited to, the following areas:

- A Based on investigation and available information, the Administrator will make a determination of responsibility of the Employer and will subsequently accept, delay, or deny a claim. The Administrator will inform the Employer of all existing claim coverage questions, prior to any Employer agreement to the payments of benefits. Within ninety (90) days of receipt of a first report of a work-related injury, the Administrator will advise the Employer and the employee of its determination.
- B The Administrator will, whenever possible and whenever irresolvable issues do not create adversarial conditions, treat occupationally injured or ill employees as "employees" and/or "clients" rather than "claimants," in order to assist them in securing equitable benefits in an atmosphere of fairness to all parties.
- C The Administrator will determine the reasonableness and necessity of medical care and of any medical charges incurred and will determine amounts payable under this Plan. The Administrator will also approve or deny any change of primary physician, referral to specialist physician, or surgical procedure.
- D The Administrator will direct and control medical care for the occupationally injured or ill employee for the life of the claim, through accredited medical providers who meet the Administrator's requirements of providing appropriate medical care.
- E The Administrator and Casino Risk Management will ensure that the occupationally injured or ill employee is provided the appropriate medical care to assure timely medical rehabilitation to productive work in a light, modified, or alternate duty capacity while he/she is recuperating to full unrestricted pre-injury status.

- F. In the event that the occupationally injured or ill employee has returned to a permanent and stationary status and remains unable to perform his/her full duties without restrictions, and permanent modified duty or alternative position is not available, then, through vocational rehabilitation, the injured employee will be assisted by the Administrator in returning to suitable gainful employment.
- G. The Administrator will consult directly with occupationally injured or ill employees to assure them of the Employer's interest in their progress.
- H. Based on information provided by the Employer and, if applicable, the injured employee, the Administrator will determine the length of time during which Temporary Total Disability or Temporary Partial Disability benefits, as herein defined, are payable, the compensation rate payable, and the amount payable for Temporary Total Disability or Temporary Partial Disability benefits.
- I. The Administrator will determine the amount payable for Permanent Partial Disability and Permanent Total Disability benefits, as herein defined.
- J. In the event of a fatality as a result of a work-related injury/illness, the Administrator will determine the eligibility of dependants and the term of any dependency benefits payable.

VIII. Insurance or Self Insurance

The Employer has elected to obtain Workers' Compensation insurance for its employees through an A-rated, admitted Workers' Compensation insurance carrier in the State of California. All claims are managed by Casino Risk Management, and administered by a third-party Administrator, as described in detail in this Plan.

IX. Disability Benefits.

- A. **Temporary Total Disability:** If a compensable work-related injury causes Temporary Total Disability, the injured employee's disability payment is 2/3 of his/her average weekly earnings during the period of such disability, not to exceed the maximum allowed under California Workers' Compensation law. Consideration will be given to the ability of the injured employee to compete in an open labor market.

No temporary disability indemnity is recoverable for the disability suffered during the first three days after the employee is disabled as a result of a work-related injury/illness unless temporary disability continues for more than 14 days or the employee is hospitalized as an inpatient for treatment required by the injury, in either of which cases temporary disability indemnity shall be payable from the date of disability. For purposes of calculating the waiting period, the day of injury shall be included unless the employee was paid full wages for that day.

Temporary Total Disability weekly benefit rates shall be paid in accordance with the Administrator's accepted percentage of employee's average weekly wages up to a maximum of four-hundred and ninety dollars (\$490.00), and as amended by this Plan, not to exceed the maximum allowed under California Workers' Compensation law.

- B. **Permanent Partial Disability:** For purposes of this Plan, Permanent Partial Disability shall be defined as permanent disability assigned a rating of less than one hundred percent (100%) permanent disability. In determining the percentage of permanent disability, account shall be taken of the nature of the physical injury, the occupation of the injured employee, and the employee's age at the time of such injury, consideration being given to the diminished ability of such injured employee to compete in an open labor market. Permanent Partial Disability benefits shall be approved by Casino Risk Management and Administrator and paid accordingly.
- C. **Permanent Total Disability:** For purposes of this Plan, Permanent Total Disability shall be defined as permanent disability precluding the employee from any and all gainful employment. There shall be no presumptions of Permanent Total Disability. Compensation shall be paid based on the appropriate weekly rate for Temporary Total Disability benefits according to this Plan. No compensation under this Section shall be paid subsequent to the death, retirement or incarceration of the injured employee.

X. Fatality Income Benefits

- A. In the event that a fatality occurs as a result of a compensable work-related injury, within five (5) years from the date of that injury, the Employer will be liable for compensation to the dependents of the injured employee as provided for in this Section.
- B. Compensation shall be paid based on the appropriate weekly rate for Temporary Total Disability benefits according to this Plan, not to exceed the maximum allowed under California Workers' Compensation law.
- C. Benefits shall cease upon remarriage of the spouse, or upon the minor child or children turning eighteen (18) years of age, or both.
- D. The dependent(s) must be a spouse or minor child, totally or partially dependent upon the injured worker at the time of injury and at the time of death in order to qualify for benefits. The weekly compensation will be divided between the qualifying dependants in proportion to the percentage of support each received from the deceased employee. It will be presumed that each qualifying dependent received equal support from the deceased employee.

- E. The Administrator will make necessary allocations, based on the obligations, legal or otherwise, of covered dependents if benefits allocation between different households is required.
- F. Additional maximum burial allowance will be a minimum of five thousand dollars (\$5,000.00), not to exceed the maximum allowed under California Workers' Compensation law.

XI. Scope of Coverage

- A. Compensability shall require physical and medical evidence that the injury or illness arose out of and in the course of employment with the Tribe.
- B. All employees will be entitled to the same benefits under the same rules.
- C. There is no "presumption" that cardiovascular disease, pneumonia, asthma or emphysema are caused by employment.
- D. Reflex Sympathetic Dystrophy claims are not covered.
- E. Stress claims are not covered.
- F. Environmental Tobacco ("Second Hand") Smoke claims are not covered.

XII. Statue of Limitations

Except as otherwise provided herein, the right to benefits for temporary or permanent disability or death under this Plan shall be barred unless the work-related injury is reported in accordance with Section VI herein and within thirty (30) days of the employee's knowledge of the work-related injury. In the event of employee incapacitation as a result of a work-related injury, another person on behalf of the employee may report a work-related injury.

XIII. Independent Medical Examination

- A. For purposes of this Plan, independent medical examination is defined as a medical examination and/or evaluation of the employee scheduled by the Employer or Administrator, at the Employer's expense, for the purpose of obtaining medical information or opinion.
- B. In the event that the right to compensation under this Plan exists in favor of an employee, the employee shall, upon the written request of the Administrator, submit at reasonable intervals to examination by a practicing physician, provided and paid for by the Employer through insurance purchased. The employee shall likewise submit to examination at reasonable intervals by any physician selected by the Administrator.

- C. As described herein, the Administrator will direct and control medical care for the occupationally injured or ill employee for the life of the claim, through accredited medical providers who meet the Administrator's requirements of providing appropriate medical care.
- D. If an employee unreasonably fails to appear for a scheduled medical examination, appointment or treatment, payment for which has been determined by the Administrator to be the Employer's responsibility, the employee shall become responsible for any missed appointment fee.

XIV. Settlements

- A. **Compromise and Release:** Nothing in this Plan shall impair the rights of the parties to compromise any liability claimed to exist under this Plan due to injury, disease or death, subject to the provisions herein. After reaching a compromise, a copy of the release or compromise agreement shall be signed by both the claimant and the Administrator. The Administrator shall enter an award based on the release or compromise agreement.
- B. **Stipulation Award:** An employee may elect to accept only a permanent disability benefits award and delay acceptance of the Administrator's future medical care benefits determination.

XV. Dispute Resolution

- A. **Step One - Insurance Administrator Review:** In the event that an injured employee is not satisfied with the initial decision made regarding his/ her claim, the injured employee has the right to appeal in writing to the Administrator within thirty (30) days of the initial notice of decision from the Administrator. The Administrator must reconsider and respond to above-mentioned appeal in writing within thirty (30) days.
- B. **Step Two - Arbitration:** In the event that an injured employee is not satisfied with the outcome of Step One in the Dispute Resolution process under this Section, must submit a written request for arbitration to the Administrator within thirty (30) days of the written notice of the Administrator's decision on the employee's appeal. An arbitrator approved by the American Arbitration Association and experienced in Workers' Compensation practice shall serve as the arbitrator in and shall control a final proceeding to resolve the employee's claim. In so doing, the arbitrator shall take whatever action is necessary to insure an equitable, orderly, and expeditious hearing on the claim. The parties shall abide by the arbitrator's rulings.
- C. The Arbitrator shall have authority to:

1. administer oaths or affirmation;
2. regulate the course of the hearing;
3. rule on offers of proof and the admissibility of documents;
4. limit the number of witnesses when testimony would be unduly repetitious; and
5. exclude any person from the hearing for contemptuous conduct or misbehavior that obstructs the hearing.

XVI. Burden of Proof During Dispute Resolution Process

The employee shall bear the burden of proof by a preponderance of the evidence. The employee, or employee's dependents in cases of death, shall bear the burden of proving:

- A. that the injury complained of was a result of an occupational incident, exposure or activity;
- B. that the injury arose out of claimant's employment with the Gaming Operation; and
- C. that the injury arose while in the course and scope of claimant's employment; and
- D. the nature and extent of the claimant's resulting disability.

XVII. Acts Outside Scope of Employment

- A. Employees determined by the Administrator to be acting outside of the scope of their employment shall be afforded no coverage under this Plan.
- B. An incident or exposure occurring while an employee is on the way to or from work is not in the course of employment, unless such travel is in direct connection with the employee's work, as determined by the Administrator.
- C. Liability for compensation under this Plan shall not exist for any injury sustained by an employee if the injury is caused by any of the following:
 1. intoxication of the employee, by alcohol or by the unlawful use of a controlled substance;
 2. self-infliction;

3. willful or deliberate causing of his/her own death;
4. an altercation in which the employee is the initial physical aggressor;
5. commission of a felony, or a crime which is punishable as specified in subdivision (b) of Section 17 of the California Penal Code, by the injured employee, where the employee is found to have committed such act by a preponderance of the evidence;
6. the employee's voluntary participation in any off-duty recreational, social, or athletic activity not constituting a part of the employee's work-related duties, except where these activities are expressly or impliedly required by his/her employment; or
7. any type of horse-play.

XVIII. Applicable Law

Any claim brought under this Regulation shall be determined in accordance with Tribal law and the principles of federal law applicable to similar claims. To the extent Tribal law differs from federal law, Tribal Law shall apply. California law may be used as a non-binding source of guidance and, where so used, shall be liberally construed in favor of the Employer.

XIX. Claim Closure

An employee's claim shall be closed when the Administrator determines that the injured employee has reached the point where no further material improvement would reasonably be expected from medical treatment, or for other reasons stated in this Plan.

XX. Aggravation of Pre-existing Disease/Injury

In case of aggravation of any injury or illness existing prior to a compensable work-related injury/illness, compensation shall be allowed only for the proportion of the disability due to the aggravation of such prior injury or illness, which is reasonably attributed to the work-related injury/illness.

XXI. Employment Records

Any and all employment records for the Gaming Operation are declared to be the sole and private property of the Gaming Operation. Any information necessary in determining the eligibility of employees and to compute entitlements to compensation under this Plan will be provided to the Administrator for such purposes.

XXII. Fraud

Whenever any payment of benefits under this Regulation is obtained or induced by fraud, the recipient thereof shall reimburse the Administrator any and all such payment in full together with a penalty of fifty percent (50%) of said payment. The Administrator must make a claim for such reimbursement, repayment, or recoupment within one year of discovering the fraud.

XXIII. Severability

If any part of this Plan is held to be invalid, the remainder shall continue to be in full force and effect to the maximum extent possible.

XXIV. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the General Council, Administrator, Gaming Operation, or any employee of the Gaming Operation or the Tribe acting pursuant to this Regulation; except that the Tribe agrees to waive its immunity for the limited and sole purpose of permitting or compelling arbitration pursuant to the terms of Section XV herein and of enforcing any arbitration decision rendered pursuant to the terms and conditions of said Section XV; provided further that the Tribe's waiver is limited to revenues earned by, and the assets of, the Gaming Operation. For purposes of this limited waiver, an action to compel arbitration and/or an arbitration award may be submitted to any court of competent jurisdiction in San Diego County, California.

XXV. Effective Date

This Regulation shall take effect immediately upon its approval by the General Council and such approval shall be deemed retroactive to March 1, 2001. Any amendments to this Regulation shall take effect upon their adoption by the General Council, unless otherwise specified by the General Council.

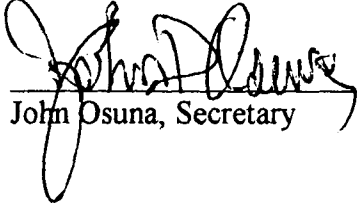
CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail out ballot of 41 votes in favor, 0 votes opposing, and 4 votes abstaining,

Adopted 12/29/04

results recorded on December 29, 2004, and that this Regulation has not been further amended or rescinded in any other way.

12-29-04
Date


John Osuna, Secretary

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 012**

Pauma-Yuima Gaming Commission

I. Purpose

This Regulation establishes the Pauma-Yuima Gaming Commission as a non-political and independent unit of tribal government charged with the regulation of class II and class III gaming operations on the Pauma-Yuima Reservation.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA or the Compact, the provisions of the Gaming Ordinance, IGRA or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact, including, but not limited to, the term "gaming device" as defined in Section 2.6 of the Compact. In this Regulation:

- A. "Commission" means the Pauma-Yuima Gaming Commission;
- B. "Executive Director" means the individual described in Section VII of this Regulation; and
- C. "Immediate family" means parents, spouse, siblings, and offspring.

III: Commission

A. Establishment

The Commission shall be composed of three (3) Commissioners appointed upon approval by the General Council.

B. Powers and Duties

The Commission shall exercise all powers necessary to perform the duties assigned to it by the Gaming Ordinance, this Regulation or any other gaming ordinance or regulation duly adopted by the General Council. The Commission shall exercise its regulatory powers in accordance with

the Indian Gaming Regulatory Act and regulations, the Compact, the Tribe's own gaming laws and regulations, and applicable State laws or regulations. Without limiting the generality of the foregoing, the Commission is authorized to:

1. Conduct background investigations of all prospective employees and other persons for whom background investigations are required as a condition of licensing by the Compact, Tribal laws, State laws or Federal laws;
2. Issue, suspend, revoke and renew licenses of all persons referred to in subparagraph (a) above upon completion of background investigations and review of eligibility/suitability;
3. Forward completed applications and investigative reports on each background investigation for primary management officials and key employees to the NIGC prior to issuing a license and notify the NIGC if, after conducting a background investigation on a primary management official or a key employee, the Commission does not license the individual;
4. Forward to the State Gaming Agency notices of intent to license and completed applications and investigative reports as required by the Compact;
5. Maintain records on licensees and on persons denied licenses, as well as persons otherwise prohibited from engaging in gaming activities within the Tribe's jurisdiction, provided that applications and background investigation reports shall be maintained for at least three (3) years from termination of employment;
6. Provide the State Gaming Agency with the name, badge identification number and job description of all non-key gaming employees on a monthly basis as required by the Compact;
7. Issue licenses to each place, facility or location on the Pauma-Yuima Reservation where the Tribe authorizes gaming, including individually owned gaming;
8. Ensure that gaming facilities are constructed, maintained and operated in a manner that adequately protects the environment and the public health and safety;
9. Obtain annual independent outside audits and submit these audits to the NIGC;

10. Ensure that net revenues from any gaming activities are used for the purposes set forth in the Tribe's Gaming Ordinance;
11. Promulgate tribal gaming regulations for approval by the General Council, including but not limited to regulations dealing with:
 - (a) criteria and procedures for licensing:
 - (i) all employees of the gaming operation;
 - (ii) each place, facility or location on the Pauma-Yuima Reservation where the Tribe authorizes gaming, including individually owned gaming; and
 - (iii) persons and entities who do business with the gaming operation, including manufacturers and suppliers of machines, equipment and supplies;
 - (b) minimum internal control standards or procedures for the gaming operation, including standards or procedures relating to:
 - (i) the operation's credit policies and procedures for acquiring supplies and equipment;
 - (ii) surveillance;
 - (iii) games and gaming machines;
 - (iv) cage and credit;
 - (v) internal audit;
 - (vi) electronic data processing; and
 - (vii) complimentary services or items.
12. Resolve patron disputes.
13. Perform audits of business transactions to ensure compliance with regulations and/or policy.

14. Monitor gaming activities to ensure compliance with the Indian Gaming Regulatory Act, its regulations, the Tribal-State compact and the Tribe's laws and regulations;
15. Interact with other regulatory and law enforcement agencies regarding the regulation of gaming;
16. Conduct investigations of possible violations and take appropriate enforcement action, including but not limited to:
 - (a) Imposition of civil penalties not to exceed five thousand dollars (\$5,000.00) per each separate count or violation, where each day of violation shall constitute a separate count or violation;
 - (b) Inspect and examine all premises wherein gaming is conducted or gambling devices are used, manufactured, sold or distributed;
 - (c) Inspect all equipment and supplies in, upon or about a gaming operation, or inspect any equipment or supplies, wherever located, which may be, or have been, used in the gaming operation;
 - (d) Summarily seize and remove from a gaming operation (or wherever located) and impound such equipment or supplies for the purposes of examination, inspection, evidence or forfeiture;
 - (e) Demand immediate access to and inspect, examine and audit all papers, books, and records of applicants and licensees, and require verification of income and all other matters affecting the enforcement of this Regulation;
 - (f) Seize and impound any patron's winnings which the Commission has reason to believe may have been won or obtained in violation of this Regulation pending a civil forfeiture hearing on such seizure; and
 - (g) Issue subpoenas and compel the attendance of witnesses for hearings at any place within the Pauma-Yuima Reservation, to administer oaths and require testimony under oath.
17. Provide independent information to the Tribe on the status of the Tribe's gaming operations;

18. Take testimony and conduct hearings on regulatory matters, including matters related to the revocation of licenses;
19. Retain a paid staff, legal counsel and other consultants in accordance with any personnel ordinance, policies or procedures adopted by the Tribe, to be paid out of the Commission's annual budget which must be approved by the General Council in accordance with Section VIII of this Regulation;
20. Establish such policies, procedures, and rules as are needed to carry out the purposes of this Regulation; and
21. Delegate the above-mentioned powers to the Executive Director.

C. Qualifications

1. To serve as a Commissioner, an individual must be at least twenty-one (21) years of age, be a U.S. citizen, and have or obtain, within six (6) months of his or her appointment, experience in one or more of the following fields: accounting, law, law enforcement, gaming management or gaming regulation.
2. No member of the Business Committee and no employee of any Gaming Operation may serve concurrently as a Commissioner.
3. No more than one member of the same immediate family may serve on the Commission at the same time.
4. The Business Committee shall conduct or cause to be conducted a background investigation on each Commissioner either before or within thirty (30) days of the Commissioner's appointment. Should the background investigation result in any one of the following findings against the Commissioner or prospective Commissioner, he or she shall be disqualified from serving as a Commissioner:
 - (a) The person has been convicted, or is currently being prosecuted for, a felony or a crime of moral turpitude, including, but not limited to, fraud, theft, embezzlement, or a misdemeanor gaming offense;
 - (b) The person has knowingly or willfully provided materially false or misleading information to the Tribe relevant to the background investigation;

- (c) The person has refused to respond to questions asked by the Business Committee that are relevant to the background investigation; or
- (d) A majority of the Business Committee determines that the person is a person whose prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods, and activities in the conduct of gaming or the carrying on of related business and financial arrangements.

D. Term of Office

Commissioners shall serve for a term of five (5) years, with no limitation as to the number of terms served, except that in the initial appointment of Commissioners, in order to establish staggered terms, one Commissioner shall serve a five (5) year term, one shall serve a four (4) year term, and one shall serve a three (3) year term for the initial appointment terms only.

E. Resignation, Termination for Cause, Disqualification

- 1. Commissioners shall serve until the appointment of their successors, or until resignation, termination for cause, disqualification or death.
- 2. Any Commissioner may resign from office at any time. Resignations shall be made in writing delivered to the Business Committee.
- 3. Termination for cause shall be ordered upon approval by the General Council.

F. Vacancies

If any vacancy is created on the Commission by virtue of resignation, death or removal of a Commissioner, the General Council shall appoint a replacement for the remainder of the current term. The appointment shall be made within thirty (30) days of the vacancy's occurrence by approval of the General Council.

G. Compensation

Commissioners shall be compensated at a rate established by the Commission's annual budget, which must be approved by the General Council in accordance with Section VIII of this Regulation. Commissioners shall be reimbursed for necessary out-of-pocket expenses incurred in carrying out the duties and responsibilities of their position. Receipts or appropriate documentation shall be submitted for all expenses to be reimbursed. In no event shall compensation be based on a percentage of net profits from the Tribe's gaming operations.

H. Protections Against Conflicts of Interests

1. Commissioners and their immediate family members may not engage in any gaming activity at the Tribe's gaming operations, nor may Commissioners have any personal financial interest in the gaming activities of any patron of the Tribe's gaming facility.
2. If a Commissioner or a member of the Commissioner's immediate family has an existing or potential financial interest in any matter over which the Commission exercises decision-making authority, that Commissioner shall make full disclosure of that interest to the Commission and shall abstain from voting, or being present during any vote, on the matter. For the purposes of this Regulation, the receipt of a per-capita distribution of gaming operation profits as paid to all eligible Tribal members shall not constitute a financial interest in the gaming operation.
3. No Commissioner shall use or divulge any confidential information obtained while carrying out the duties and responsibilities of their position for the purpose of benefiting themselves or their immediate family, either directly or indirectly.
4. No Commissioner or member of a Commissioner's immediate family may receive personal compensation, gifts, reimbursement or payment of any kind from any person doing or wishing to do business with the Tribe relating to gaming nor with any person wishing to obtain an unfair advantage in any authorized wager on gaming. Any property received in violation of this provision, including cash payments, shall be immediately forfeited to the Tribe and the offending persons shall be prosecuted to the fullest extent possible. The Commission shall cooperate to the fullest extent possible with any Federal or State law enforcement agency to pursue prosecution under applicable Federal or State law.

I. Quarterly Reports

On or before the last day of every third month, the Commission shall provide to the General Council a quarterly report summarizing the Commission's activities during the previous quarter, and accounting for all receipts and disbursements. Such quarterly report shall include an audited statement of accounting.

J. California Law Enforcement Telecommunications System (CLETS) Compliance

In accordance with Article VIII, Section 2 of the Gaming Ordinance and Section 6.4.8. of the Compact, Article 6 (commencing with section 11140) of Chapter 1 of Title 1 of Part 4 of the California Penal Code is applicable to the Commissioners, the Executive Director and any other staff employed by the Commission.

IV. Meetings

A. Rules and Regulations

The Commission may adopt such rules and regulations for the conduct of their meetings and the management of the Commission as they may deem proper.

B. Place

Meetings of the Commission shall be held on the Pauma-Yuima Reservation.

C. Initial Meeting

The Commission shall hold its initial meeting within fourteen (14) days after the Commissioners are appointed.

D. Regular Meetings

The Commission shall establish a regular schedule of meetings, and shall hold no less than two (2) meetings in each thirty-day period.

E. Special Meetings

Special meetings of the Commission may be called at the request of the Executive Director or by any Commissioner.

F. Quorum

A quorum of the Commission shall consist of two (2) Commissioners. In the absence of a quorum, no business shall be conducted other than for the purpose of information sharing only. Every act or decision done or made by the Commissioners present at a meeting duly convened at which a quorum is present shall be regarded as an act of the Commission, subject to the provisions of this Regulation and any applicable law. Unless a unanimous vote or super-majority is otherwise required by this Regulation or Tribal law, all actions or decisions of the Commission must be approved by a majority vote of the Commissioners; in the event that less than three (3) Commissioners are present at a meeting at least two (2) Commissioners must vote in favor of an action or decision for it to be approved.

G. Mode of Meeting

The Commission may conduct regular or special meetings through the use of any means of communication by which all Commissioners may simultaneously hear each other.

H. Notice

The schedule of regular meetings shall be sent to each Commissioner and the Executive Director, and no further notice of regular meetings is required to be given. Notice of special meetings shall be given in writing to each Commissioner and the Executive Director at least twenty-four (24) hours prior to the meeting. Notices shall be given either personally, by telephone, by mail or by fax. Such notice shall state the place, date, and hour of the meeting and the general nature of the business to be transacted. In the case of a special meeting, no other business other than that set out in the notice may be transacted at the meeting, unless approved by unanimous vote of the Commissioners. Notice is not required when the requirement is waived by unanimous consent of the Commissioners. Such vote shall be recorded in the minutes of the meeting at which such vote was taken.

V. Officers

A. Appointment and Term

At its initial meeting, the Commission shall appoint from among its members a President, Vice-president, and Secretary-Treasurer. Officers shall serve for one (1) year. No officer shall serve in more than one office simultaneously.

B. Duties of Officers

The duties and powers of the officers of the Commission are those specified in this Regulation, and shall include any additional duties and powers as may be set by resolution of the

Commission, provided that such duties and powers may not exceed the powers granted to the Commission by this Regulation.

C. President

The President shall preside at meetings of the Commission. The President shall be the principal executive officer of the Commission.

D. Vice-president

In the absence of the President, the Vice-president shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-president shall have such other powers and perform such other duties as may be prescribed by the President.

E. Secretary-Treasurer

The Secretary-Treasurer shall have the following duties:

1. The Secretary-Treasurer shall monitor the maintenance of the book of minutes of all meetings and actions of the Commission, which shall be maintained at the Commission's main office. This shall include the time and place of meetings, whether regular or special, and if special, how authorized, the notice given, and the names of those present at such meetings. The Secretary shall give, or cause to be given, notice of all meetings of the Commission required by this Regulation to be given. The Secretary shall keep the seal, if any, of the Commission in safe custody.
2. The Secretary-Treasurer shall monitor the fiscal activities of the bookkeeper and/or accountant retained by the Commission to maintain the financial records of the Commission.

F. Vacancies

A vacancy in any office due to death, resignation, removal, disqualification, or any other cause shall be filled by the Commission within thirty (30) days of the appointment of the replacement Commissioner by the General Council, and the Commission may at such time reassign as many Commissioners as necessary to new offices.

VI. Executive Director

A. Powers and Duties

The Executive Director shall be responsible for the day-to-day management of the affairs of the Commission as well as overseeing the establishment and operation of all gaming activities for compliance with all applicable Federal, State and Tribal gaming laws and regulations. In addition, the Executive Director shall perform such duties as may be delegated by resolution of the Commission from time to time.

B. Position

The Executive Director shall be hired by the Commission and report directly and only to the Commission. The Executive Director may be terminated by majority vote of the Commission, with or without cause.

C. Qualifications

1. The Executive Director must be at least twenty-five (25) years of age, a U.S. citizen, and have experience in gaming management or gaming regulation.
2. The Executive Director must satisfy the licensing and background investigation requirements set out in the Tribe's regulations concerning licensing and background investigation procedures.
3. Any person who has been convicted of, or is currently being prosecuted for, a felony or a crime of moral turpitude, including, but not limited to, fraud, theft, and embezzlement, is not eligible to serve as Executive Director.

D. Compensation

The Executive Director's shall be compensated in accordance with the terms of his or her employment. Compensation shall not be based, in whole or in part, on the profitability of the gaming operation. Compensation shall be paid out of the Commission's annual budget.

E. Protections Against Conflicts of Interests

The restrictions imposed on Commissioners under Section III.H of this Regulation shall apply equally to the Executive Director.

F. Reports

The Executive Director shall make at least monthly reports to the Commission within thirty (30) days after the close of the month for which the information is being provided. The report shall, at a minimum, include a full and complete statement of auditing activities, expenses and all other financial transactions of the Executive Director, and summary of all licensing and enforcement actions.

VII. Confidentiality

Each Commissioner, the Executive Director and any staff employed by the Commission shall be required to sign a confidentiality agreement and will be responsible for ensuring the strictest standards of confidentiality with respect to all information concerning the gaming operation or the Commission's business. Except where disclosure of information to the NIGC, the State Gaming Agency, the Business Committee, the General Council, the Gaming Appellate Board or any other person or organization is required by applicable federal, state, or tribal law or the Compact, all information provided to or obtained by the Commission, the Executive Director or any staff employed by the Commission in performance of their duties shall be kept confidential and shall not be disclosed to any person or organization without the written consent of the Business Committee or the written consent of the person to whom the information pertains. The Commission and the Executive Director may refuse to reveal in any court proceeding, except proceedings of the Gaming Appellate Board, the identity of any informant and/or the information obtained from the informant.

VIII. Budget

At least ninety (90) days prior to the end of each fiscal year, the Commission shall prepare a budget for the next year's operation and shall submit the budget to the General Council. In preparing the annual budget, all actual and anticipated surplus funds of the Commission shall be taken into account. The General Council shall adopt, amend or replace the annual budget and, based thereon, shall authorize the transfer of the annual capital it may need for operation and program purposes. Expenditures by the Commission shall be in accordance with the approved annual budget, except that the Commission may deviate from the terms of the adopted budget by a margin of not more than ten percent (10%) during the budget year without further approval of the General Council.

IX. Review

A. Executive Director's Decisions

Any person or entity adversely affected by a decision of the Executive Director, including but not limited to the gaming operation or any employee thereof, may petition the Commission for

review of such decision within thirty (30) days after receiving notice of the decision. Said decision shall only be reversed by a majority vote of the Commission at a duly held meeting at which such matter has been placed on the agenda at least fifteen (15) days prior to such meeting.

B. Commission's Decisions

1. Any person or entity adversely affected by a decision of the Commission, including but not limited to the gaming operation or any employee thereof, may petition the General Council for review of such decision within thirty (30) days after receiving notice of the decision, except that decisions of the Commission to deny, suspend or revoke a license are not subject to review by the General Council and must be appealed to the Gaming Appellate Board in accordance with Section V of Gaming Regulation 013: Gaming Appellate Board and that decisions of the Commission concerning patron disputes, acting under Article X of the Gaming Ordinance, are final and not subject to further review.
2. With respect to decisions subject to General Council review, the Commission shall provide the General Council with such information as may reasonably be required for the General Council to review the Commission's decision, however, the Commission shall not disclose to the General Council the identity of third parties interviewed during the course of background investigations, state summary criminal history information obtained from the California Department of Justice or other law enforcement agency in the course of background investigations, or any other information the disclosure of which would violate federal, state or tribal law.
3. Decisions of the Commission subject to General Council review shall only be modified or reversed upon approval by the General Council at a duly held meeting at which such matter has been placed on the agenda at least fifteen (15) days prior to such meeting. The General Council is authorized to modify or reverse a decision made by the Commission only where the General Council finds, by a majority vote of those present at the meeting, that:
 - (a) the Commission exceeded its jurisdiction, authority, or limitations, under applicable tribal laws;
 - (b) the Commission's decision is unsupported by substantial evidence, unwarranted by the facts or otherwise not in accordance with applicable tribal, federal or state laws.

C. Further Review

The decisions of the General Council and the Gaming Appellate Board shall be final and binding upon the petitioner, Executive Director or Commission and shall not be subject to judicial review, dispute resolution or other legal action.

X. Sovereign Immunity

- A. As an agency of the Tribal government, the Commission shall enjoy the full benefits of the Tribe's sovereign immunity, and any and all attributes of sovereignty enjoyed by the Tribal government. The Commission has no authority to waive the Tribe's sovereign immunity.
- B. The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Tribe, the Commission or the Gaming Operation acting pursuant to this Regulation.

XI. Indemnification

The General Council shall indemnify any Commissioner or Officer or former Commissioner or Officer of the Commission, against expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, civil or criminal, in which that individual is made a party by reason of being or having been such a Commissioner or Officer, except in relation to matters as to which the Commissioner or Officer or former Commissioner or Officer of the Commission shall be adjudged in such action, suit or proceeding to be liable for gross negligence, fraud or willful misconduct in the performance of duty to the Commission or Tribe.

XII. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

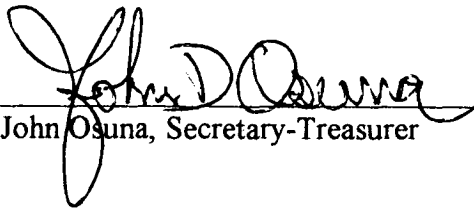
XIII. Effective Date

This Regulation shall take effect immediately upon its adoption by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 41 in favor, 0 against and 4 abstaining, and the results recorded on December 29, 2004, and this Regulation has not been amended or rescinded in any way.

12-29-04
Date


John Osuna, Secretary-Treasurer

**Pauma-Yuima Band of Mission Indians
Gaming Regulation 013**

Gaming Appellate Board

I. Purpose

This Regulation establishes the Gaming Appellate Board as a non-political and independent unit of tribal government responsible for hearing appeals of licensing decisions of the Pauma-Yuima Gaming Commission.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA or the Compact, the provisions of the Gaming Ordinance, IGRA or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact, including, but not limited to, the term "gaming device" as defined in Section 2.6 of the Compact. In this Regulation:

- A. "Board" means the Gaming Appellate Board established by this Regulation;
- B. "Immediate family" means parents, spouse, siblings, and offspring; and
- C. "Member" means a member of the Board.

III. Board

A. Establishment

The Board shall be composed of three (3) Members appointed by the General Council. The General Council may, in its sole discretion, appoint up to three (3) alternates to serve in the event one or more Members is unable to attend a hearing.

B. Powers and Duties

The Board shall hear final appeals of licensing decisions of the Pauma-Yuima Gaming Commission. The Board shall render its decisions in accordance with the Indian Gaming Regulatory Act and regulations, the Compact, the Tribe's own gaming laws and regulations, and applicable State laws or regulations. In accordance with Section 6.4.8 of the Compact, Article 6

(commencing with section 11140) of Chapter 1 of Title 1 of Part 4 of the Penal Code is applicable to Members of the Board.

C. Qualifications

1. To serve as a Member of the Board, an individual must be at least twenty-one (21) years of age, be a U.S. citizen, have a minimum of a 4-year college degree and eight (8) years of experience in one or more of the following fields: accounting, law, law enforcement, gaming management or gaming regulation.
2. No member of the Business Committee or the Commission and no employee of the Commission or any gaming operation may serve concurrently as a Member of the Board, and no Tribal member may serve as a member of the Board.
3. No more than one member of the same immediate family may serve on the Board at the same time.
4. The Business Committee shall conduct or cause to be conducted a background investigation on each Member either before or within thirty (30) days of the Member's appointment. Should the background investigation result in any one of the following findings against the Member or prospective Member, he or she shall be disqualified from serving as a Member of the Board:
 - (a) The person has been convicted, or is currently being prosecuted for, a felony or a crime of moral turpitude, including, but not limited to, fraud, theft, embezzlement, or a misdemeanor gaming offense;
 - (b) The person has knowingly or willfully provided materially false or misleading information to the Tribe relevant to the background investigation;
 - (c) The person has refused to respond to questions asked by the Business Committee that are relevant to the background investigation;
 - (d) A majority of the Business Committee determines that the person is a person whose prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair or illegal

practices, methods, and activities in the conduct of gaming or the carrying on of related business and financial arrangements.

D. Term of Office

Members shall serve for a term of three (3) years, with no limitation as to the number of terms served, except that in the initial appointment of Members, in order to establish staggered terms, one Member shall serve a three (3) year term, one shall serve a two (2) year term, and one shall serve a one (1) year term for the initial appointment terms only. The General Council may, however, in its sole discretion, appoint an interim Board to serve for up to six (6) months before the permanent Board is established.

E. Resignation, Termination for Cause, Disqualification

1. Members shall serve until the appointment of their successors, or until resignation, termination for cause, disqualification or death.
2. Any Member may resign from office at any time. Resignations shall be made in writing delivered to the General Council.
3. Termination for cause shall require a majority vote of those present at a duly-called meeting of the General Council.

F. Vacancies

If any vacancy is created on the Board by virtue of resignation, death or removal of a Member, the General Council shall appoint a replacement for the remainder of the current term. The appointment shall be made within thirty (30) days of the vacancy's occurrence by approval of the General Council.

G. Compensation

Members shall be paid a stipend at a rate established annually by the Business Committee. Initially the stipend shall be at the rate of \$350.00 per Member per meeting, except that if an interim Board is established pursuant to Section III.D of this Regulation, the Business Committee may, in its sole discretion, approve a different rate of compensation for the interim Board members. The stipend is compensation for attendance at the meeting as well as for time spent on deliberations and drafting written decisions of appeals heard at the meeting. Members shall be reimbursed for necessary out-of-pocket expenses incurred in carrying out the duties and responsibilities of their position. Receipts or appropriate documentation shall be submitted for all expenses to be reimbursed. In no event shall compensation be based on a percentage of net profits from the Tribe's gaming operations.

H. Protections Against Conflicts of Interests

1. Members and their immediate family members may not engage in any gaming activity at the Tribe's gaming operations, nor may Members have any personal financial interest in the gaming activities of any patron of the Tribe's gaming facility.
2. If a Member or a member of the Member's immediate family has an existing or potential financial interest in any matter over which the Board exercises decision-making authority, that Member shall make full disclosure of that interest to the Board and shall abstain from voting, or being present during any vote, on the matter. For the purposes of this Regulation, the receipt of a per-capita distribution of gaming operation profits as paid to all eligible Tribal members shall not constitute a financial interest in the gaming operation.
3. No Member shall use or divulge any confidential information obtained while carrying out the duties and responsibilities of their position for the purpose of benefiting themselves or their immediate family, either directly or indirectly.
4. No Member or member of a Member's immediate family may receive personal compensation, gifts, reimbursement or payment of any kind from any person doing or wishing to do business with the Tribe relating to gaming nor with any person wishing to obtain an unfair advantage in any authorized wager on gaming. Any property received in violation of this provision, including cash payments, shall be immediately forfeited to the Tribe and the offending persons shall be prosecuted to the fullest extent possible. The Board shall cooperate to the fullest extent possible with any Federal or State law enforcement agency to pursue prosecution under applicable Federal or State law.

I. Decisions

All decisions shall be made by a majority vote. The Board shall prepare a written statement of its decision for each appeal it hears, including a brief statement of the reasons for its decision. Each decision shall be prepared and sent to the appellant by registered mail, return receipt requested, within thirty (30) days from the hearing. A copy of each decision will also be submitted to the Tribal Chairperson on behalf of the General Council and the Pauma-Yuima Gaming Commission.

J. Confidentiality

Each Member, and the recorder of minutes referred to in Section IV.E of this Regulation, shall be required to sign a confidentiality agreement and will be responsible for ensuring the strictest standards of confidentiality with respect to all information concerning the gaming operation or the Commission's business. Except where disclosure of information to the General Council, the Commission or the appellant is authorized under Section III.I of this Regulation, all information provided to or obtained by the Board in performance of their duties shall be kept confidential and shall not be disclosed to any person or organization. The Board may refuse to reveal in any court proceeding, the identity of any informant and/or the information obtained from the informant.

IV. Meetings

A. Rules and Regulations

The Board may adopt such rules and regulations for the conduct of their meetings and the management of the Board as they may deem proper.

B. Place

Meetings of the Board shall be held on the Pauma-Yuima Reservation.

C. Schedule

The Board shall establish a regular schedule of meetings, and shall hold no more than two (2) meetings in each thirty-day period.

D. Quorum

A quorum of the Board shall consist of three (3) Members.

E. Minutes

Hearing proceedings shall have official minutes recorded by a secretary or administrative assistant of the Pauma-Yuima Gaming Commission or other tribal agency, as designated by the Business Committee.

V. Appeals

A. Filing Appeals

Any applicant for a gaming license or holder of a license issued by the Commission who is adversely affected by a final decision of the Commission to deny, suspend or revoke his or her license may file a notice of appeal with the Board within twenty (20) days after receiving notice of the Commission's decision, provided that the appellant has exhausted his or her administrative remedies under Section XXIII of Gaming Regulation 001, Licensing and Background Investigation Procedures. The notice of appeal shall be in writing and shall specify the reasons for appealing the Commission's decision. The Business Committee is authorized to set a standard filing fee, not to exceed two hundred fifty dollars (\$250.00), applicable to all appeals to the Board. Any filing fee must be paid by the appellant at the time the notice of appeal is filed and shall be nonrefundable, except that an appellant whose appeal is granted by the Board (i.e., the Board reverses the decision of the Commission) shall be entitled to recover the cost of the filing fee from the Tribe.

B. Scheduling of Appeal

An appeal shall be included on the calendar of the next scheduled Board meeting occurring more than fourteen (14) days after the filing of the notice of appeal. Upon good cause shown by an appellant, the Board may waive the 14-day requirement of this Section and place an appeal on an earlier Board calendar.

C. Scope of Review

1. In deciding any such appeal, the Board is limited to the information before the Commission at the time of the Commission's final decision and may review any and all information used by the Commission in reaching its decision.
2. Neither the Board nor the Commission shall disclose to the appellant or his or her representative:
 - (a) the identity of third parties interviewed by the Commission during the course of background investigations without the written consent of such third parties; or
 - (b) any other information the disclosure of which would violate federal, state or tribal law.
3. The Board for any cause deemed reasonable, may sustain, modify or reverse a decision of the Commission, or remand the matter to the

Commission for such further investigation and reconsideration as the Board may order, provided that the Board is authorized to reverse or modify a decision made by the Commission only where the Board finds that:

- (a) the Commission exceeded its jurisdiction, authority, or limitations, under applicable tribal laws;
- (b) the Commission's decision is unsupported by substantial evidence, unwarranted by the facts or otherwise not in accordance with applicable tribal, federal or state laws.

D. Further Review

Decisions of the Board are final and binding upon the appellant and Commission and are not subject to further review, including judicial review, dispute resolution or other legal action.

VI. Sovereign Immunity

- A. As an agency of the Tribal government, the Board shall enjoy the full benefits of the Tribe's sovereign immunity, and any and all attributes of sovereignty enjoyed by the Tribal government. The Board has no authority to waive the Tribe's sovereign immunity.
- B. The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Tribe, the Commission or the Gaming Operation acting pursuant to this Regulation.

VII. Indemnification

The General Council shall indemnify any Member or former Member of the Board, against expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, civil or criminal, in which that individual is made a party by reason of being or having been such a Member, except in relation to matters as to which the Member or former Member of the Board shall be adjudged in such action, suit or proceeding to be liable for gross negligence, fraud or willful misconduct in the performance of duty to the Board or Tribe.

VIII. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

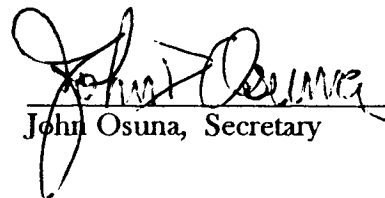
IX. Effective Date

This Regulation shall take effect immediately upon its adoption by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma-Yuima Band of Mission Indians, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 41 in favor, 0 against and 4 abstaining, and the results recorded on December 29, 2004, and this Regulation has not been amended or rescinded in any way.

12-29-04
Date


John Osuna, Secretary